

## LAW REVERSIONARY INTEREST

SOCIETY, LIMITED.

THANET HOUSE, 231-233, STRAND LONDON, W.C.

(OPPOSITE THE LAW COURTS).

REMOVED FROM No. 24, LINCOLN'S INN FIELDS, W.C.

ESTABLISHED 1853.

Capital Stock ... £400,000

Debenture Stock ... £278,130

REVERSIONS BOUGHT. LOANS MADE THEREON.

Proposal Forms and full information may be had at the Society's Offices.  
W. OSCAR NASH, F.I.A., Actuary and Secretary.

## IMPORTANT TO SOLICITORS

In Drawing LEASES or MORTGAGES of  
LICENSED PROPERTYTo see that the Insurance Covenants include a policy covering the risk of  
LOSS OR FORFEITURE OF THE LICENSE.Suitable clauses, settled by Counsel, can be obtained on application to  
THE LICENSES INSURANCE CORPORATION AND  
GUARANTEE FUND, LIMITED,  
24, MOORGATE STREET, LONDON, E.C.  
Mortgages Guaranteed on Licensed Properties promptly, without  
special valuation and at low rates.LEGAL AND GENERAL LIFE ASSURANCE  
SOCIETY.

ESTABLISHED 1836.

10, FLEET STREET, LONDON.

FREE,  
SIMPLE,THE  
PERFECTED  
OF  
LIFE  
ASSURANCE.AND  
SECURE.FUNDS - £4,700,000. INCOME - £610,000.  
YEARLY BUSINESS - £2,594,000. BUSINESS IN FORCE - £18,000,000.

## TRUSTEES.

The Right Hon. Earl HALSBURY (Lord High Chancellor of England).  
The Hon. Mr. Justice KEENEWICK.  
His Honour Judge BACON.  
WILLIAM WILLIAMS, Esq.  
RICHARD PENNINGTON, Esq., J.P.

## DIRECTORS.

Dean, His Honour Judge.  
Bagnall, Claude, Esq., K.C.  
Covey, The Right Hon. Lord.  
Dean, The Hon. Mr. Justice.  
Ellis-Johnson, Edmund Henry, Esq.  
Frost, Arthur J., Esq.  
Hume, Geo. Edgar, Esq.  
Huntley, C. E. H. Chadwyck, Esq., C.B.  
K.C.  
Johnson, Charles P., Esq.  
Kewick, The Hon. Mr. Justice.  
Masterman, Henry Chauncy, Esq.  
Mathew, The Right Hon. Lord Justice.  
Meek, A. Grant, Esq., J.P. (Devizes).  
Mellor, The Right Hon. John W., K.C.  
Morrell, Frederic P., Esq. (Oxford).  
Pennington, Richard, Esq., J.P.  
Rawle, Thomas, Esq.  
Saltwell, Wm. Henry, Esq.  
Tweedie, R. W., Esq.  
Williams, Romer, Esq., J.P., D.L.  
Williams, William, Esq.

VOL. L., No. 5.

## The Solicitors' Journal.

LONDON, DECEMBER 2, 1905.

The Editor cannot undertake to return rejected contributions, and  
copies should be kept of all articles sent by writers who are not on  
the regular staff of the JOURNAL.  
All letters intended for publication in the SOLICITORS' JOURNAL must  
be authenticated by the name of the writer.

## Contents.

CURRENT TOPICS	67	LAW STUDENTS' JOURNAL	79
THE DANGER OF REGISTERED POSSESSORY TITLES	70	THE DAILY CAUSE LISTS	80
THE LIABILITY OF A TRUSTEE WHO IS PAID FOR HIS SERVICES	72	OBITUARY	80
RESPONSE	73	LEGAL NEWS	80
QUESTIONS TO BE NOTED	74	COURT PAPERS	81
LAST SOCIETIES	78	WINDING-UP NOTICES	81
		CREDITORS' NOTICES	82
		BANKRUPTCY NOTICES	83

## Cases Reported this Week.

In the Solicitors' Journal.	In the Weekly Reporter.
Allanza Co. (Lim.) v. Bell ... 74	Cavalier and Another v. Pope ... 68
Compania Naviera Vascongada v. Churchill & Sim. Compania Naviera Vascongada v. Burton & Co. ... 76	Chadwick v. Pearl Life Assurance Co. ... 78
Kent and Another v. Fittall ... 74	Gibbey v. Bush ... 71
Marshall v. Robertson ... 75	Guadalla, In re. Lee v. Guadalla's Trustees ... 77
Strachan, Re. Causton v. Buckler. Buckler, Re. Causton v. Buckler ... 75	Hole, In re. Davies v. Wills ... 73
The King and David Davies ... 77	Marshall's Settlement, In re. Marshall v. Marshall ... 75
	Marvin, In re. Crawley v. Marvin ... 74
	Mathews, In re. Oates v. Mooney ... 75
	Rex v. Hankey and Others (Justices) ... 80
	Tasker & Sons (Limited), In re. Hoare v. Tasker & Sons (Limited) ... 65

## Current Topics.

## The New Courts at the Old Bailey.

WE UNDERSTAND that, in the year 1896, when the rebuilding of the Old Bailey was in contemplation, the Council of the Law Society placed themselves in communication with the City authorities, and submitted for their consideration that the arrangements made for the accommodation of the legal profession on the court floor should exclude the general public, as far as possible, so as to admit of better access to the courts; and also that provision should be made for a reading and writing room for solicitors, as well as a lavatory, and a room in which a caterer could provide luncheons. The Council are glad to report that the architect has been able to give effect to their recommendations.

## Opinions of Crown Officers on Questions of International Law.

IT IS UNDERSTOOD that during the war in the Transvaal, and that between Russia and Japan, our Government had occasion to take the opinion of the Crown Officers on many interesting questions of international law. These opinions, though preserved in the archives of our public offices, are not accessible to the general body of students of the law; but we hope that at no distant period they may be collected and offered in some convenient form for the perusal of the public. The official opinions of the Attorneys-General of the United States have, for more than fifty years, been regularly edited and published, decisions upon the same subject-matter being grouped together, and each volume containing a proper index and a digest indicating the substance of each decision. In England, besides a collection of opinions by the Crown Officers and other eminent persons published by Mr. GEORGE CHALMERS in 1814, we have a similar collection published by Mr. FORSYTH, Q.C., in 1869. We are not aware of any similar collection having been published since 1869, and we are rather surprised that no attempt has been made to supply the deficiency.

## Feats of Skill by Judges on the Bench.

THE QUESTION has sometimes arisen whether, apart from the rule that the court may take judicial notice of certain things which are pretty generally known, it is competent for a judge who possesses, or believes that he possesses, some special knowledge or accomplishment, to supplement from the judgment seat the facts tendered in evidence, or whether he should offer, if required, to leave the bench and go into the witness-box like any ordinary witness. We believe that cases have arisen when, during the examination of a foreign witness, the judge, relying on his own knowledge of the language of the witness, has disagreed with the interpreter and given his own version of the evidence. In *Wood v. Boosey* (L. R. 3 Q. B. 223), where the question arose before the Exchequer Chamber whether the arrangement of the score of an opera for the pianoforte was an independent musical composition, Lord BRAMWELL, then Mr. Baron BRAMWELL, took so active a part in explaining, from his own knowledge, the difference between an orchestral and a pianoforte score that one of the judges objected, saying that this was a matter which ought to be proved in the ordinary way. We read in one of the newspapers that at the hearing of a case in a county court the question arose as to whether a man could pick his hat from the floor without bending his knees, whereupon the judge

interposed, saying that he himself could do it, and, having left his chair, produced a handkerchief, dropped it to the ground, and standing erect raised it with his hand. Without suggesting for a moment that in the particular case the proof of the judge's skill was not consistent with the dignity of the court, we may be permitted to hope that his example will not often be followed by those occupying judicial positions. A judge wearing the robes of his office is ill adapted for gymnastic performances, some of which might be attended with results which would make it almost impossible to preserve due order and decorum in a crowded court.

#### The Commission on the Poor Laws.

THE ROYAL Commission which Mr. BALFOUR has appointed to examine into the working of the poor laws contains one noticeable defect, which is likely to be a serious cause of weakness in the course of its deliberations, and still more in the drafting of the report. There are no lawyers on the commission. Apart from the fact that a legal training fits the mind to weigh and sift evidence, especially when it is likely to be of a contradictory character, the inquiry upon which the commissioners are to engage will involve the examination of a large mass of statute and case law of a very complicated and technical description. Witnesses may furnish valuable evidence, but that cannot take the place of knowledge and habits of mind which should be in the possession of the commissioners. Four out of the nine commissioners who signed the report of 1834 were lawyers, and there were others among the assistant commissioners. The constitution of the present commission, as well as its purpose, suggest the need for members who can adopt a judicial attitude towards the subject of the inquiry. Experts with a long and intimate knowledge of the subject are needed upon a commission of this kind, but they are liable to hold conflicting views somewhat strongly and to possess preconceived ideas as to the solution of the problems to be brought before them. To maintain the equilibrium there is required the lawyer, the statesman, the scientist, and the wholly unprejudiced, but thoroughly sympathetic, observer. The commission already has eighteen members, so a plea for the addition of at least two lawyers may not obtain a hearing, but at all events something may be done by the choice of the secretaries, whose unobtrusive work is not less weighty because it meets with so little public recognition.

#### The Powers of the King's Bench Division.

A MOST interesting and important declaration of the extent of the powers of the King's Bench Division was made by the court this week in the case of *Rez v. Davies, Ex parte Hunter* (reported elsewhere). A woman was charged before a magistrate with an offence capable of being tried at quarter sessions. While she was from time to time on remand, articles appeared in the defendant's newspaper containing statements as to, and comments upon, the past career and offences of the accused. At the end of the inquiry she was in fact committed for trial to the assizes on a charge not triable at quarter sessions. Application was made to the King's Bench Division to commit the defendant for contempt of court. In defence no attempt was made to palliate the act of publishing such articles about a person who had yet to be tried; but it was argued that the court had no jurisdiction to deal with the application, as the offence was one against the quarter sessions alone and not against the High Court. A somewhat similar case was decided in 1903 in *Rez v. Parks* (1903, 2 K. B. 432). There a person was charged with an offence triable only at the assizes of the county in which the offence was alleged to have been committed, and the defendant was the editor of a newspaper which contained similar injurious statements as to the past history of the accused. In answer to an application to commit for contempt, it was argued that the court had no jurisdiction, as when the articles were published no bill had been found nor had the accused been committed to the assizes. It was held, however, that the court had jurisdiction, the assizes being a branch of the High Court. In the recent case this last-mentioned feature was absent, as when the articles were published the offence charged was one which in the ordinary course would have gone to quarter sessions, which is not a branch of

the High Court. The decision of the court, therefore, that the King's Bench Division has power to commit for contempt of an inferior court is one which goes a great deal further than other decisions, and seems to set at rest once for all many doubtful questions on the subject.

#### Contempt of Inferior Courts.

IT is well known that inferior courts have no power to protect themselves by summarily punishing such contempts. And although an indictment for contempt will lie, that is a wholly unsatisfactory and ineffectual method of dealing with this particular offence against the administration of justice. The oldest authorities shew that for many centuries the Court of King's Bench has been the guardian and protector of public justice throughout the country. It is the proud distinction of this ancient court to exercise control over all inferior courts and to see that justice is done in them. To do this, not only must the courts themselves be subject to the orders and discipline of the King's Bench, but interference with the course of justice from outsiders must be strictly kept down. All summary power of dealing with contempt is not to vindicate the personal dignity of any judge, but to secure the fair and impartial administration of justice. This object it is the duty of the King's Bench to achieve both in its own proceedings (which it has ample power to do) and in the proceedings of all inferior tribunals. Nothing is more likely to interfere with the fairness of a criminal trial than articles in newspapers of the character referred to. Through them the jury who are to try the accused are made acquainted with matters which they are not supposed to know, and which may seriously bias their minds. The King's Bench Division has now all the powers of the old Court of King's Bench, but it has to deal with circumstances unknown in old days. The cheap sensational paper is a new danger to justice, and of late years a very real one. The court has, therefore, declared that, in exercise of its ancient powers and duties, it has jurisdiction to deal summarily with contempt of inferior courts; and to emphasize such declaration it has heavily fined the defendant. It is to be hoped that newspapers will take warning by this case. Comments upon cases before magistrates are far too frequent and are often extremely mischievous. In the cause of justice they must be stopped. Hitherto there has been much doubt as to the most effective steps to take; now the High Court has set all such doubts at rest.

#### The Compensation Charge on Licensed Premises.

THE LETTER on the Licensing Act, 1904, which we printed last week raises a very important question as to the incidence of the compensation charge which can be imposed on licensed premises under the Act. Under section 3 (1) this charge can be imposed by quarter sessions at rates not exceeding, and graduated in the same proportion as, the scale in Schedule I. According to this the maximum charge, where the annual value of the premises is between £100 and £200, is £20. But it is not contemplated that the whole of the charge shall fall upon the holder of the licence. If he is a tenant, his interest in the premises is limited, and the person who will ultimately benefit by the extinction of other licences in the neighbourhood will be his landlord. Hence sub-section 3 enacts that a licence-holder who pays a compensation charge may make the deductions from his rent which are set out in Schedule II., and an intermediate lessee may make a like deduction from his own rent. The deductions set out in the schedule depend upon the length of the unexpired term, and, where less than thirteen years is unexpired, the deduction is 33 per cent. of the charge, but the amount deducted is in no case to exceed half the rent. Probably the schedule was settled upon the basis that the deduction would ultimately fall on the reversioner, who would recoup himself by the increased value of the premises when they fell into possession. But, as the case put by our correspondent shews, it may fall upon a person who has nothing but a nominal reversion, and who has nothing to gain from the extinction of other licences. The public-house he refers to has a compensation charge of £20 a year imposed upon it, and the annual value is therefore at least £100, and may be much more. It is held by A. under B. at a ground-rent of £15 for an unexpired residue of less than thirteen

years, and per cent. of residue dim. the maximum with a nominal of deduction long as £10 or £20, passing a c. after 40, prop. Our corres. Parliament, as regards the charge beneficially upon the last let at £100, amount, in premises are the extent allowed upon not pay due leasehold prop. to be amend

#### The Right

A LEARNED question with week on "A the close of W. R. 40; mortgagor v. name, notw. because he h. ion. He w. covenant, an was in the inst.) KEKE that the m. to sue up correspond lease was m. *Molyneux v.* that in the lat section 10, w shall go with by the person land leased. gator in reg. if a lease is r sue on the c. leasor, and, v. latter becom purpose of se can sue upon v. Smith (37) *Molyneux v.* a different qu position of l. the reversion f. is entitled the right to correspond is the person covenants in but such a upon the se consequence role that, for Hen. 8, c. 34 owner with w confer upon the life could was in truste the income a omitted in th



year, and A., in accordance with section 3 (3), deducts 33 per cent. of the charge, or £6 12s., and as the unexpired residue diminishes, this will increase till the deduction reaches the maximum limit of £7 10s. But B. in turn is a lessee with a nominal reversion, holding at 10s. a year, and his right of deduction is limited therefore to 5s. The result is that, so long as the Act remains unamended, he is mulcted in some £6 or £7 a year for the omission of the Legislature, in passing a clause varying the rights of landlord and tenant *inter se*, properly to consider the nature of the interests affected. Our correspondent states that the Bill, as introduced into Parliament, provided for deduction from rack-rents, and as regards such rents the scheme is intelligible. It divides the charge between the licence-holder and the person beneficially entitled to the premises, and it puts no undue burden upon the latter. Thus if in the above case the premises were let at £100, deduction increasing yearly from £6 12s. to the full amount, in the last year, of £20 would be made. But where the premises are held at £15 the occupier is beneficially entitled to the extent of £85, and it is absurd for the deduction to be allowed upon the same scale. It is obvious that the scale does not pay due regard to the various interests which may subsist in leasehold premises, and, if the Act is to be permanent, it ought to be amended in this respect.

#### The Rights of a Mortgagor in Possession as Lessor.

A LEARNED correspondent has suggested to us an important question with reference to a point mentioned in our article last week on "Actions by Equitable Owners" (*ante*, p. 54). Towards the close of the article we referred to *Matthews v. Usher* (49 W. R. 40; 1900, 2 Q. B. 535) as an instance of a case where a mortgagor was not allowed to sue for possession in his own name, notwithstanding section 25 (5) of the Judicature Act, 1873, because he had, in his own right, no immediate claim to possession. He was claiming to enter under a forfeiture for breach of covenant, and it was held that the right to enforce the forfeiture was in the mortgagee. In *Molynaux v. Richards* (*Times*, 17th inst.) KEKEWICH, J., treated this as an authority for holding that the mortgagor in that case, too, was not entitled to sue upon the covenants in the lease. But our correspondent points out that in *Matthews v. Usher* the lease was made before the Conveyancing Act, 1881, while in *Molynaux v. Richards* it was made after the Act; and he suggests that in the latter case the mortgagor was entitled to sue by reason of section 10, which enacts that the benefit of the lessee's covenants shall go with the reversionary estate, and shall be enforceable by the person entitled, subject to the term, to the income of the land leased. Of course, since the Act the position of a mortgagor in regard to leases has been changed by section 18, and if a lease is made by the mortgagor after the mortgage, he can sue on the covenants, so long as he remains in possession, as lessor, and, upon the mortgagee going into possession, then the latter becomes entitled to the reversionary estate for the purpose of section 10, and by virtue of that section he, in turn, can sue upon the lessee's covenants: *Municipal Building Society v. Smith* (37 W. R. 42, 22 Q. B. D. 70). But where, as in *Molynaux v. Richards* (*supra*), the lease is prior to the mortgage a different question arises. The mortgagor is at first only in the position of lessor. Upon the execution of the mortgage deed the reversionary estate passes to the mortgagee and he is *primâ facie* entitled to sue upon the covenants, but section 10 confers the right to sue upon the person entitled to the income. Our correspondent contends that the mortgagor, while in possession, is the person entitled to the income, and hence can enforce the covenants in his own name. This is very probably so, but such a construction has not yet been judicially put upon the section. The section apparently was passed in consequence of the technical difficulties caused by the rule that, for a covenant to run with the reversion under 32 Hen. 8, c. 34, the reversioner must take the estate of the legal owner with whom the covenant was made; and it appears to confer upon a beneficial owner the right to sue. Thus a tenant for life could sue on the covenants, though the legal reversion was in trustees. But a tenant for life is beneficially entitled to the income as against the trustees, while a mortgagor is not entitled in this sense as against the mortgagee. He takes the

income, as it were, on sufferance. But while this circumstance may found a distinction, the words of section 10 seem to be wide enough to cover a mortgagor in possession, so as to give him, notwithstanding *Molynaux v. Richards*, the right to sue on the lessee's covenants, and to serve a notice of forfeiture under section 14.

#### Liability of the Owner of Animals who Allows Them to Stray Upon a Highway.

THE CASE of *Cox v. Burbidge* (13 C. B. N. S. 430) has often been cited since it was decided by the Court of Common Pleas more than forty years ago, and it can scarcely be said that it has met with general approval. The action was to recover damages from the defendant for negligently keeping a horse whereby it kicked and injured a child, and the facts, so far as they were material, were that the horse had been allowed to stray into a road on which the child was playing, and without any fault on the part of the child, kicked it in the face and seriously injured it. The eminent judges who then constituted the Court of Common Pleas considered that the question did not turn upon whether or no there was evidence of negligence on the part of the defendant, but that the case was governed by the general rule of law that, with respect to injuries committed by animals of a naturally quiet nature, the owner is not liable unless the particular animal is vicious to his knowledge, in which case the liability is the same as if the animal was naturally vicious, and for the same reason; that it was not in the ordinary course of the nature of a horse to kick a child, and, therefore, that the owner was not liable. In the later case of *Fletcher v. Rylands* (L. R. 1 Ex. 265) BLACKBURN, J., takes occasion to observe, with regard to the obligation of the owner of cattle, which he has brought on his land, to prevent their escaping and doing mischief: "The owner must keep them in at his peril, or he will be answerable for the natural consequences of their escape, that is, with regard to tame beasts, for the grass they eat and trample upon, though not for any injury to the person of others, for our ancestors have settled that it is not the general nature of horses to kick, or bulls to gore, but if the owner knows that the beast has a vicious propensity to attack man, he will be answerable for that too." It is quite clear that the law as above stated was founded upon old cases, and will not satisfy those who think that a horse left upon a road without a keeper may, whether he is of a vicious nature or not, be reasonably expected to do mischief, and that there is no sound reason why the owner should not be held liable for any such mischief. In the recent case of *Pant v. Rows* (24 N. Z. L. Rep. 641) it appeared that the defendant let a number of horses belonging to him out of a paddock into a highway, and left them unattended to find their way to their stables. The plaintiff was riding his bicycle down a road which met at right angles the road on which the horses were proceeding. The horses, when very near the plaintiff, suddenly broke into a gallop, and, in spite of all her care, one of them struck against her, so that she was thrown from her bicycle and injured. The Supreme Court were of opinion that the defendant was liable, for if a man turns "a mob of horses" onto a public road, and allows them to proceed along that road without proper control or guidance, he is guilty of negligence. There may be some difficulty in reconciling this decision with *Cox v. Burbidge*, but we think that it is likely to be followed as being consistent with sound sense and a reasonable view of the liability of the owners of animals.

#### Registration of Name After Registration of Birth.

THE FORM of birth certificate now in use at Somerset House provides (in column 3) for the name (other than surname), if any, of the child, and (in column 11) for the "baptismal name if added after registration of birth." It would appear that the heading of this last column is incorrect, or, at least, insufficient. Its insertion seems to be intended to meet the provisions of section 8 of "the Births and Deaths Registration Act, 1874," as to "registration of name of child or of alteration of name," but there is nothing in the Act to limit it to the addition of a baptismal name only. On the contrary, the two scheduled forms of certificate, of which one or the other has to be

delivered in such a case, distinguish expressly between the case where a name has been, and where a name has not been, given in baptism—the second form being made applicable to the case where the child has “without being baptized received the name” of which registration is sought. It can hardly, under the circumstances, be contended that “baptismal name” in the eleventh column is tantamount to “Christian name,” which probably now by common usage signifies either the name given at christening, or the personal name as distinguished from the family name or surname, and it would appear that the column should strictly be headed “Baptismal name, or name given otherwise than in baptism, if added after registration of birth.” The distinction between the two cases is further emphasized by the provision of a fee for the minister or person who performed the rite of baptism upon which the name was given or altered, and who is required to give the certificate in that case, while none is authorized for the father, mother, guardian, or other person procuring the name of the child to be given or altered otherwise than by baptism. The limit of twelve months applies in either case, and the birth cannot be registered afterwards except with the written authority of the Registrar-General. Evidence of reputation—i.e., of another name assumed and generally accredited or accepted—may, of course, prevail over a Christian name (even in its wider sense as above) or a surname, or both; and it is generally understood that, although probably a name cannot then be given for the first time, a baptismal name may also be changed by the bishop at confirmation. The matter is one of some importance in the case of marriage, inasmuch as while in licences the identity is the important matter, in marriage after banns the proclamation is the material circumstance to which the court looks; and as a marriage by banns, knowingly published in a false name by consent of both parties, is null and void, it is right that in a proclamation of banns all baptismal names, and probably all Christian names in the above sense, should be fully set forth. It would, perhaps, be well to describe the person as “A., sometimes known as B.,” thus incorporating the various descriptions.

#### Municipal Workshops.

THE QUESTION of municipal trading arose before the magistrate at the West London police-court last week in connection with a summons under the Factory Acts against the Kensington Borough Council. It was contended that the municipal workshop in which machinery labour is exercised “by way of trade or for the purposes of gain” is a factory, but Mr. LANE, K.C., was not disposed to adopt that view. It should be noticed that the “or” introduces an alternative, and carries the implication that trade may not be “for the purposes of gain.” This interpretation of the statute is supported by the dictum of Lord COLERIDGE in *Re The Incorporated Council of Law Reporting*: “It is not essential to the carrying on of a trade that the persons engaged in it should make, or desire to make, a profit by it” (22 Q. B. D. 293). We cannot think that the opinion of the magistrate is correct, and certainly it is contrary to the intention of the Legislature. Section 150 (2) of the Factory and Workshops Act, 1901, provides that “a factory or workshop belonging to or in the occupation of the Crown shall not be excluded from the operation of this Act by reason only that it is not carried on by way of trade or for the purpose of gain.” Clearly, therefore, the municipal workshop was not meant to escape liability on that plea. A conviction, however, was secured on the summons, which was for allowing unfenced machinery, as the workshop was declared to be a place for the manufacture of metal.

#### Action by Husband Against Wife for Value of Wedding Presents.

AN ACTION, tried a few days ago, in which a husband sought to recover from his wife the value of certain household furniture and wedding presents, is a strong reminder that the old legal doctrine that husband and wife are one person in law has been entirely abrogated. It is well known that, under the common law, husband and wife could not have sued one another, both on account of the technical difficulty as to parties and also because they were regarded as one person. This law has been altered

by the Married Women's Property Act, 1882, but it should be remembered that, many years before the Act, the courts of equity allowed a wife to recover the amount of a loan to her husband from her separate estate by admitting her as a creditor in a suit for the administration of his property. We cannot regret that the husband was not successful in recovering the value of the wedding presents. There seems to have been no marriage settlement. According to Lord SELBORNE, C., in *Williams v. Mercier* (10 App. Cas. 1) there is no distinction, in the case of a marriage settlement, between presents in expectation of marriage and other property which belongs to the wife as a *feme sole* before her marriage.

#### Actions Against Municipal Corporations.

IT IS stated that, in consequence of the recent outbreak of typhoid fever in Lincoln, seventy-seven actions have been commenced by inhabitants of the city against the corporation, which had contracted with them for a supply of water; the cause of action alleged being that the consumers were supplied with impure and unwholesome water, and were thereby injured in health. We should not, of course, be justified in expressing any opinion as to the probable result of these proceedings, but, altogether apart from them, we have often been led to consider that there is something anomalous in an action by a number of ratepayers of a municipal corporation against the corporation in its corporate capacity. It was suggested some years ago that ratepayers within metropolitan vestries should take proceedings against the vestries to recover damages for their omission to clear away the snow from the roads and footways. Was it meant that these ratepayers should contribute in the form of rates to the damages to be recovered by them? We have also been unable to find any precedent for a borough rate made for the sole purpose of paying damages recovered against the corporation in an action of tort. We may add that the whole subject of execution upon judgments against municipal corporations is involved in some obscurity.

### The Danger of Registered Possessory Titles.

THE complaint has been for a long time made that the Land Registry, in its desire to extend the system of registration of title, has been too lax in the requirements which it imposes upon applicants for registration. A notable example of this was afforded by the relaxation of the conditions for registration with an absolute title effected by the Land Transfer Rules of 1903, and now Mr. Justice WARRINGTON, in his recent judgment in *Marshall v. Robertson* (reported elsewhere), has pointed out that the ease with which an applicant can register a possessory title, and obtain the issue to himself of an official certificate of registration constitutes a grave danger to the public. True the certificate does not purport to give more than a possessory title, but the uninitiated may well suppose that a “possessory title” at least implies possession, and that a document issued by a Government office and bearing the impress of the Royal Arms will not be completely misleading. Yet the present case shows that a person may be registered with a possessory title, and may use his land certificate for the purpose of raising money, while all the time both the possession and the title are in someone else.

The case of *Marshall v. Robertson* was concerned with two plots of land forming part of an estate known as the Kilburn Park Estate, which was laid out for building in 1854. Part of the estate consisted of a piece of land enclosed by four new roads, one being Carlton-vale, upon which the two plots abutted. These were purchased in 1854 by the predecessor in title of the plaintiff. No buildings were erected on the piece of land for many years, and one NORRIS, in 1858, set up on part of it a hut on wheels, and built a rough stable and some greenhouses, and made a garden. None of this, however, was done upon the two plots in question. The ground was marshy and water collected along the edge of Carlton-vale. The only act really proved to have been done by NORRIS upon the plots was the collection and sale of ice from the pond thus

formed.  
the land.  
carpets,  
possession  
two plots  
building  
land wish  
house at  
stood is  
appears,  
two plots  
conveyed  
a possess  
tion to th  
an advan  
dated the  
required  
tion of th  
of the c  
omission  
the plain  
The qu  
possession  
predecess  
their titl  
appears  
that in  
in the  
with a  
ship wh  
hence in  
entitled  
as the d  
intimate  
the true  
have run  
disposed  
have reg  
the part  
his title  
in Leigh  
soil out  
to vest  
disposse  
are incor  
for whic  
of the l  
immedia  
intrusion  
ship wh  
not run  
present  
the two  
place h  
acquired  
extended  
of adver  
sion of th  
BLACKB  
514), “  
of right.  
part of  
by the f  
“It see  
that act  
the own  
Hence  
of the  
possession  
near, upo  
that he  
manage  
a posses  
in rule 1  
registrat  
the regi



formed. Evidence was given, also, of acts of casual user of the land, such as putting vans and swings there and beating carpets, but even if these could have been treated as shewing possession, they were not proved to have been done upon the two plots. NORRIS remained in occupation of his hut and buildings till 1883, when, upon the owner of that part of the land wishing to build, he gave up possession and removed to a house at the corner of Carlton-vale. The ground where his hut stood is now occupied by substantial buildings. NORRIS appears, however, to have subsequently set up a title to the two plots of land in question, and in March, 1904, he sold and conveyed them to WATSON, who obtained registration with a possessory title. WATSON went with his certificate of registration to the defendants, ALICE and MARY ROBERTSON, and obtained an advance in respect of which they took a registered charge, dated the 23rd of April, 1904. Subsequently the plaintiff required these defendants and also WATSON to obtain rectification of the register by the removal of their names as proprietors of the charge and of the land respectively, and upon their omission to do so, the action was brought for a declaration of the plaintiff's title, and for the rectification of the register.

The question in the action was whether NORRIS had been in possession of the two plots of land so as to dispossess the plaintiff's predecessors in title for a period sufficiently long to extinguish their title. No actual user of the land by such predecessors appears to have been proved, or by the plaintiff, except that in February last, just before the issue of the writ in the action, he enclosed the two plots of land with a close fence. This was a distinct act of ownership which shewed that he was then in possession, and hence in the action, notwithstanding that he was plaintiff, he was entitled to require the defendants to prove their title. Inasmuch as the defendants only alleged a possessory title, this, as just intimated, made it necessary for them to shew a dispossession of the true owner at a date sufficiently remote for the statute to have run. But in deciding whether the true owner has been dispossessed or has discontinued possession, it is necessary to have regard rather to the acts alleged to constitute possession on the part of the intruder, than to the want of active assertion of his title by the true owner. "Acts of user," said BRAMWELL, L.J., in *Leigh v. Jack* (5 Ex. D. 264), "are not enough to take the soil out of the plaintiff and her predecessors in title and to vest it in the defendant; in order to defeat a title by dispossessing the former owner, acts must be done which are inconsistent with his enjoyment of the soil for the purposes for which he intended to use it." Hence when the ultimate use of the land, as for building purposes, does not call for its immediate employment, the owner is not prejudiced by the intrusion of a stranger unless the latter exercises acts of ownership which definitely mark him as occupier. The statute does not run until there is an actual possession by a stranger. In the present case NORRIS does not appear to have done anything upon the two plots belonging to the plaintiff's predecessors in title to place him in actual possession, and the possession which he acquired of the neighbouring land could not be constructively extended to these plots. The law makes no presumption in favour of adverse possession. An entry upon part of land will give possession of the whole when the entry is under title; but, as was said by BLACKBURN, C.J., in *M'Donnell v. M'Kinty* (1847, 10 Ir. L. R. 514), "such a presumption of law is never made but in favour of right." And the difficulty of allowing NORRIS's occupation of part of the land to give possession of the whole was increased by the fact that the different plots were held under several titles. "It seems to me," said WARRINGTON, J., "impossible to say that acts which dispossess A. B. will also dispossess C. D., who is the owner of another piece of land."

Hence it was held that NORRIS never had been in possession of the two plots of lands, and consequently he was not in possession when he purported to convey the land to WATSON; nor, upon the facts, could it, we imagine, have been supposed that he was in possession. How then did WATSON manage to obtain a certificate of registration with a possessory title? The answer to this is to be found in rule 18 of the Land Transfer Rules, 1903. Application for registration with a possessory title is to be made by delivering at the registry a written application accompanied by either (a) a

deed or other document conferring on the applicant a title under which an application for registration as first proprietor can be made; or (b) a statutory declaration by the applicant or his solicitor that he is in possession and is entitled in fee simple, accompanied by the latest document of title in his possession; but as WATSON could produce the conveyance to himself, it was unnecessary to trouble about possession. The deed purported to confer on him an estate in fee simple, and upon the mere production of this deed, which in fact passed nothing, and was not even supported by possession, WATSON obtained, it would seem, the issue to himself of a certificate of possessory title.

It is to be remembered that rule 21 says that the applicant's title will not be investigated by the registrar, and it contains the provision that "registration will not affect, or prejudice the enforcement of, any estate, right, or interest adverse to or in derogation of the title of the first registered proprietor, and subsisting or capable of taking effect at the time of the registration of such proprietor." Hence the registrar is expressly authorized to register a possessory title on the production of a conveyance merely, without any inquiry as to the actual possession; the words just quoted, which are printed on the certificate, contain an express warning that outstanding rights are to be preserved. But while the effect of the certificate is clear to a lawyer, it by no means follows that it is clear to a layman, and one of the chief objects of registration is to enable the person who has dealings with the land to dispense with a lawyer. Such a person to whom the certificate is produced will see the Royal Arms, and he will see that the would-be borrower is certified to have a possessory title. Notwithstanding the added caution, it will not occur to him that this possessory title may represent no more than a piece of paper, and that some one quite different from the certificate holder is all the time entitled to the land and in possession of it.

Upon the effect of the certificate the words of WARRINGTON, J., are very emphatic: "It seems to me that this case illustrates in the most forcible manner the extreme danger which was introduced in 1875 of allowing a person to register himself as the owner of land with a possessory title." And after shewing how WATSON got on the register, he continued: "Is it conceivable that if NORRIS had gone to these defendants, he would have been able to raise money on this piece of land? It seems to me that it is that registration of a possessory title, with the power of producing the certificate of registration, which has done all the mischief in this case; which has induced the defendants to lend their money, which, of course, they will now, as a result of this judgment, lose. I think it right to point that out, because it does seem to me to illustrate very forcibly the danger which registration of a possessory title introduces." And subsequently, after referring to rule 21, he observed that registration with a possessory title "does not prejudice any right, but it arms the person who has got the possessory title with the document which he made use of in this case to raise money which he could not have done before."

The practical outcome should be to strengthen the conditions for registration of a possessory title. Indeed, until possession is proved, the name is a misnomer. In a case like the present the most casual inquiry would have prevented registration and would have saved the defendants from loss, but the rules allowed that inquiry to be dispensed with. It was surely never contemplated when possessory titles were first introduced, that A., a perfect stranger to the land, should by executing a conveyance to B. enable the latter to obtain a certificate of a possessory title—that is, of a title founded on possession. The least which the registry can do, if it is to re-establish its position, is to require evidence of substantial possession before issuing a certificate. But the remedy must be left to the authorities who are responsible for forcing upon landowners a system which elicits such condemnation from the bench.

It is hoped, says the *Westminster Gazette*, that Mr. Arthur Cohen, K.C., will preside at the dinner to be given next month by the members of the South-Eastern Circuit to Mr. Justice Bargrave Deane. If this should be so, the gathering will be of a kind of double compliment, Mr. Cohen having just been sworn a member of the Privy Council.

## The Liability of a Trustee Who is Paid for His Services.

PROBABLY it may be said that a paid trustee has the same general powers as an unpaid one, and a transaction which would not be a breach of trust if the trustee is unpaid does not become such by reason of his being paid. Thus in *Jobson v. Palmer* (41 W. R. 264; 1893, 1 Ch. 71) ROMER, J., applied in favour of a paid trustee of a creditor's deed the principle of *Speight v. Gaunt* (32 W. R. 435, 9 App. Cas. 1), that a trustee is entitled to employ in the trust affairs the services of others in the usual course of business adopted by prudent men.

It is, however, apprehended that if a trustee, being a solicitor or other professional person, is allowed by the trust instrument to charge and be paid, and accordingly charges, for professional services to the trust, he would be liable in damages for his own negligence in the course of any service so remunerated, just as if, not being a trustee, he had been employed to do the service. Does the fact of remuneration differentiate his position in any other respect from that of a gratuitous trustee?

A recent Privy Council appeal from the State of Victoria—*National Trustees Co. of Australasia v. General Finance Co. of Australasia* (54 W. R. 1; 1905, A. C. 373)—to which attention has already been called in this journal (49 SOLICITORS' JOURNAL, p. 628)—deals with the position of a joint stock company acting as paid trustees of a private trust, who had, under the erroneous advice of their solicitor, paid over part of the trust fund to wrong parties. A statute in force in the colony contained a provision corresponding to section 3 of the Judicial Trustees Act, 1896, which enables the court to relieve a trustee from liability for a breach of trust when it appears to the court that he has acted honestly and reasonably, and ought fairly to be excused. Sir FORD NORTH, in giving the judgment of the Privy Council, says, in dealing with the point whether the trustees (assuming them to have acted honestly and reasonably) ought fairly to be excused: "It is a very material circumstance that the appellants are a limited joint stock company, formed for the purpose of earning profit for their shareholders; part of their business is to act as trustees and executors; and they are paid for their services in so acting by a commission . . . in addition to their costs." He points out that the position of such a company is widely different from that of a private person acting as gratuitous trustee, and proceeds: "Without saying that the remedial provisions of the section should never be applied to a trustee in the position of the appellants, their lordships think it is a circumstance to be taken into account."

The now usual form of a solicitor's remuneration clause in English wills and settlements provides for remuneration of a solicitor being a trustee, not only for professional work, but also for work done by him of a non-professional character, and which might have been attended to in person by a trustee not being a professional person. This extension of the clause is referred to by KAY, L.J., in *Re Fish* (1893, 2 Ch. 424, 41 W. R. Dig. 236) as a "very peculiar" provision; and in the earlier case of *Re Chapple* (33 W. R. 336, 27 Ch. D. 586) the same judge said that in his opinion no solicitor ought to put such a clause in its entirety into a will drawn by himself, unless expressly instructed by the testator to insert those very words. However, a form of the kind now appears in the published precedents generally used, except the larger volumes of Davidson of which no later edition has appeared than the volume on Wills, issued in 1880.

A solicitor acting as trustee under a clause of this kind is, to use the words of Lord LINDLEY in *Re Fish*, "entitled to charge for his trouble as trustee"; and seems to be distinguishable from an ordinary gratuitous trustee in precisely the same manner (for the present purpose) as was the Trustees Co. in the Australian case. The paid individual trustee, it is true, differs from the trading company in this, that the corporation is physically incapable of acting except through agents. But that difference appears immaterial for the purposes of section 3 of the Judicial Trustees Act. The principle of *Speight v. Gaunt* does not empower trustees to employ agents improperly. As Lord DAVEY said in *Wyman v. Paterson* (1900, A. C. 289,

48 W. R. Dig. 193), "the immunity from liability for the intromissions of a factor or agent extends only to the acts of a factor or agent properly appointed and acting within the legitimate scope of his agency." So, dealing with the Judicial Trustees Act, it must always be reasonable (because necessary) for a trust company to act through agents: it will often be necessary, and therefore reasonable, for a paid solicitor trustee to act through agents. Both alike must properly select the agents for the particular work in hand, under pain of being liable for the misdoing of the agent; and the claim of either trust company or paid individual trustees to relief under the statute, in case of such liability arising, will be alike affected by the circumstance that being paid they are less readily to be excused.

It may be concluded, therefore, that in case of any breach of trust, whether occasioned by the employment of an agent or by the personal act or fault of the trustee, a paid trustee is, according to the view of the very strong committee of the Privy Council in the case cited, not likely to plead successfully for excuse under the Judicial Trustees Act.

There is another well-known head of liability in which a solicitor trustee is at a disadvantage compared with a layman—viz., that he may be called on to indemnify a lay co-trustee in respect of a breach of trust for which both are liable to beneficiaries. In *Lockhart v. Reilly* (4 W. R. 438, 25 L. J. Ch. 697) the solicitor acted as solicitor to the trustees: whether he was paid out of the trust funds or not does not appear. In *Re Turner* (45 W. R. 495; 1897, 1 Ch. 536) the solicitor trustee had power to charge professionally, and (it may perhaps be assumed) acted on this power in the transactions in question. The judgment merely declared his liability as on the principle of *Lockhart v. Reilly*. In *Re Linsley* (53 W. R. 172; 1904, 2 Ch. 785), the same penalty was imposed, because the solicitor trustee was "properly trusted as managing the affairs of the trust." The report does not state whether he was remunerated. The earlier cases referred to in *Lockhart v. Reilly* are cases in which indemnity was imposed upon *cestui que trust* or trustees who had received the trust fund or profited by the breach of trust.

On the whole, it may perhaps be said that, while a solicitor trustee who is paid for his services could hardly resist a claim by his co-trustees for indemnity against their common liability for loss caused by a breach of trust in a matter falling within a solicitor's ordinary business; and a solicitor-trustee who in fact is the active and managing trustee is probably subject to the same primary liability; on the other hand, one who, though a solicitor, is not in fact the controlling or active trustee, and, who receives no remuneration, might, consistently with the decided cases, escape this onus.

## Reviews.

### The Land Transfer Acts.

THE LAND TRANSFER ACTS, 1875 AND 1897, WITH A COMMENTARY ON THE SECTIONS OF THE ACTS, AND INTRODUCTORY CHAPTERS EXPLANATORY OF THE ACTS AND THE CONVEYANCING PRACTICE THEREUNDER; ALSO THE LAND REGISTRY RULES, FORMS, AND FEE ORDER, ORDERS IN COUNCIL FOR COMPULSORY REGISTRATION, &c., TOGETHER WITH FORMS OF PRECEDENTS AND MODEL REGISTERS, &c. By C. FORTESCUE BRICKDALE, Registrar at the Land Registry, and WILLIAM ROBERT SHELDON, Barrister-at-Law. SECOND EDITION. By C. FORTESCUE BRICKDALE. Stevens & Sons (Limited).

As will be seen from the title, Mr. Brickdale is solely responsible for the present edition of this work, and we may say at once, as the result of our investigation of several parts, that if the bulk of the book has increased to nearly double that of the first edition, its practical usefulness has also increased in at least a corresponding degree. The portion relating to registration of title has been elaborately revised, cross-references added, and the results of experience of the working of the system embodied in clear and practical notes. The editor, of course, writes with authority, but by no means dogmatically, and he does not hesitate, here and there, to admit that certain decisions which have been arrived at in the office may require reconsideration. We need hardly say that his view of the merits of the system and of its working, and his opinions as to the construction of some of the governing provisions, frequently differ from our own. It would take a few numbers of this journal to discuss these points in detail, and there would be no great advantage in doing so. The book must,

of course  
system,  
editor's  
not to fa  
to assist  
so which  
system "

There i  
absolutel  
Part I. o  
much val  
have occur  
1 Ch. 58)  
not yet  
difficulty  
derived i  
first sect  
date of t  
seem to b  
is vested  
disclaim  
in a conv  
favour th  
amount t  
Goods of  
But, unli  
that (ex  
prietors  
register)  
in the w  
renounce  
upon a c  
vayance.

There  
this part  
suffice t  
informat  
which, a  
into oper

THE STR  
at-Law  
Turner

This b  
his first  
interesti  
English  
party an  
and Ch  
between  
of the C  
law, and  
edition  
Each ch  
book as

THE S  
HISTO  
Geo. 1

This l  
law and  
and it is  
and com  
Thwait  
outlines  
the stu  
graded,  
is follow  
and a c  
including  
book wi  
should  
to him

The J  
Judicial  
(Limited)



of course, be taken as that of a thoroughgoing advocate of the system, and it requires to be read with due allowance for the editor's natural partiality. While saying this, however, we ought not to fail to do justice to the industry, ability, and anxious desire to assist the reader which is shewn throughout the 700 pages or so which contain the explanation of the "simple and inexpensive system" which has been imposed on London landowners.

There is, however, one part of the book which may be taken as absolutely unaffected by partiality—that, namely, which relates to Part I. of the Land Transfer Act, 1897. The notes upon this are of much value as collecting and commenting on the decisions which have occurred. Thus, after stating the decision in *Re Pawley* (1900, 1 Ch. 58), the editor says: "The case of a renouncing executor has not yet come before the court for decision. This case presents some difficulty, arising from the nature of the executor's title, which is derived from the will and not from the probate. The effect of the first section seems to be to vest the real estate in the executors at the date of the death of the testator; and their title would, therefore, seem to be equivalent to that of devisees in trust, in whom the estate is vested by virtue of the devise. It is clear that, in their case, a disclaimer is necessary from any of such devisees who do not join in a conveyance. Some expressions of the learned judge in *Re Pawley* favour the view that the renunciation of probate would be held to amount to a disclaimer. *Re Birchall* (40 Ch. D. 436) and *In the Goods of Morant* (L. R. 3 P. & D. 151) tend to the same conclusion. But, unless and until this has been expressly decided, it is submitted that (except where the executor vendors are registered as proprietors with absolute title, or as successors to a person already on the register) a purchaser of land from some only of the executors named in the will should, as well in the case of an executor who has renounced as in that of an executor who has not proved, insist upon a disclaimer from the executors who do not join in the conveyance."

There are other passages in the notes to the sections contained in this part of the Act which we should like to quote, but it must suffice to say that the elaborate notes upon them contain full information and salutary cautions as to statutory provisions about which, as about those of the Settled Land Acts when they first came into operation, practitioners seem to be disposed to run rather wild.

### Legal History.

**THE STUDENT'S LEGAL HISTORY.** By R. STORRY DEANS, Barrister-at-Law. SECOND EDITION. Stevens & Sons (Limited); Reeves & Turner.

This book can be safely commended to the student who is making his first incursion into the field of legal history. It is written in an interesting manner, and it traces through the successive periods of English history the development of the law of real and personal property and of contract, and the growth of the courts of common law and Chancery. A very graphic account is given of the dispute between Lord Chancellor Ellesmere and Lord Coke as to the power of the Court of Chancery to interfere with proceedings at common law, and attention may be directed to the account of the cases on seditious libel which led to the passing of Fox's Libel Act in 1792. Each chapter is followed by a short summary of its contents, and the book as a whole is an excellent student's book.

### Constitutional Law.

**THE STUDENT'S GUIDE TO CONSTITUTIONAL LAW AND LEGAL HISTORY.** By CHARLES THWAITES, Solicitor. FOURTH EDITION. Geo. Barber, Farnival Press.

This book is intended as a guide to the subjects of constitutional law and legal history as required for the Bar Final Examination, and it is founded upon the subjects actually treated of in the lectures and comprised in the examination. In an introductory chapter Mr. Thwaites summarizes the matters which have been included in the outlines published by the lecturers, and then he states the books which the student ought to read, though he offers various alternatives, graded, apparently, according to the industry of the student. This is followed by test questions on Dicey's "Law of the Constitution," and a digest of the questions set at the Bar Final Examination, including Trinity Term of this year, with appropriate answers. The book will help the student to test his knowledge, and unless examiners should be unfeeling enough to devise novel questions, it will indicate to him his probability of success.

### Books of the Week.

**The Philosophy of Proof in its Relation to the English Law of Judicial Evidence.** By J. R. GULSON. George Routledge & Sons (Limited).

**Bullen and Leake's Precedents of Pleadings in Actions in the King's Bench Division of the High Court of Justice, with Notes.** Sixth Edition. By CYRIL DODD, Esq., K.C., and T. WILLES Esq., Barrister-at-Law. Stevens & Sons (Limited); Sweet & Maxwell (Limited).

**The Law of Repairs and Improvements, including Ecclesiastical Dilapidations.** By J. H. JACKSON, M.A., Barrister-at-Law. Butterworth & Co.

**The Law and Customs of the Stock Exchange, with an Appendix containing the Rules and Regulations Authorized by the Committee for the Conduct of Business.** By RUDOLPH E. MEISHEIMER and SAMUEL GARDNER, of the Stock Exchange. Fourth Edition. By WILLIAM BOWSTEAD, Barrister-at-Law. Sweet & Maxwell (Limited); Effingham Wilson.

**Johnson's Book-keeping and Accounts, with Notes on Auditing, &c.** By GEORGE JOHNSON, F.S.S., F.C.I.S., &c., Accountant and Actuary. Effingham Wilson.

**A Manual of the Law of Principal and Agent.** By JAMES BIGGS PORTER, Barrister-at-Law. Stevens & Haynes.

**A Handbook of Commercial Law.** By FREDERICK GEORGE NEAVE, LL.D. (London Gold Medallist), Solicitor. Effingham Wilson.

**Paterson's Practical Statutes: The Practical Statutes of the Session 1905 (5 Edward 7), with Introductions, Notes, Tables of Statutes Repealed and Subjects Altered, Lists of Local and Personal and Private Acts, and a Copious Index.** Edited by JAMES SUTHERLAND COTTON, Barrister-at-Law. Horace Cox.

**Investors' and Trustees' Register, complete with Index and Specially Prepared Tables for Stock Exchange Fractions and Tables of Yield per cent., &c., &c. Arranged and Compiled by T. P. Singer.** Marchant, SINGER & Co.

## Correspondence.

### Legal Delays and Uncertainties.

[To the Editor of the Solicitors' Journal.]

Sir,—An article appeared in the *Times* newspaper the day after the courts re-opened for the current sittings remarking that a litigant might make out a "strong ground for complaint if he dwelt upon the inconvenience arising from uncertainty as to the day and hour when he will be wanted. A judge's time is valuable, but in a public point of view it is of far less consequence that he should now and then rise early in the day than that suitors should not know when their cases will be called on."

Some twelve months back I addressed a lengthy letter to the *Times*, in which, after referring to the fact that (long before I practically retired from the profession) I had had a finger in pressing forward the *nisi prius* "eight day and three weeks rule," I contended that some such regulation should, as far as possible, be adopted in every court from the smallest to the highest, even including the House of Lords, and I went on to say that in my opinion the British public were not impatient of delay *per se*—delay *certain* being one thing whilst *uncertain* delay was another.

I added that half the inseparable difficulties attendant upon a time-honoured legal system would be removed or sensibly diminished if every man knew that he not only had to "take his turn," which is, of course, all that a suitor can expect, but that the very best effort was being made to tell him approximately when his turn would be likely to come.

This is perhaps a long preamble, but, so far as I know, professional attention has not hitherto been drawn to a most important improvement started in the summer as regards the common law division of the Appeal Court. I will not say how far my public dissertations influenced the change, but it is clear that suitors and solicitors alike owe a debt of gratitude to the Master of the Rolls for the vigorous manner in which his lordship revised the announcements affecting the court over which he presides.

This time last year Appeal Court No. 1, gorged as it always is with its manifold jurisdiction, was somewhat of a terror to suitors. But the President set himself the arduous task of looking into the wants and needs of each particular list, and in drastic fashion caused notice to be given, not only of the order in which they would be taken, but, what is more important, the extent to which the court would go up to a named date. The best that could be done has now been done in this particular division, and it is to be devoutly hoped that every court will by degrees see its way to bring itself into line.

But one word more, and not the least important, in reference to a matter in which the SOLICITORS' JOURNAL in particular has, time out of mind, raised its voice, and upon which I spoke strongly in my *Times* communication—I mean the antiquated practice of leaving the lists at the close of the Long Vacation in their then muddled state

till the eve of the Michaelmas Sittings. My argument was, and is, that the officials on whom the duty lies, should, before going for their holidays, make up for publication a clean sheet whereby any suitor could approximately calculate his October chances, such lists of course, being provisional, and liable to amendment.

This question of lists is of little personal interest to me, now that I do not use them, but as I have been urging reforms these thirty years and more, I shall hope to live long enough to see the fulfilment of this particular measure.

FRANCIS K. MUNTON.

Hotel de Paris, Montreux, Nov. 27.

## Points to be Noted.

### Company Law.

**Irredeemable Debenture Stock.**—Companies within the Companies Clauses Acts may, under section 22 of the Act of 1863, create and issue debenture stock, and attach to it "fixed and perpetual preferential interest"; and, by section 31, the stockholder has the rights and powers of a mortgagee of the undertaking "other than the right to require repayment of the principal money paid in respect of the debenture stock." There is no analogous provision in the Companies Acts, 1862 to 1900. Nevertheless, companies within those Acts have frequently issued what purports to be "perpetual or irredeemable" debenture stock, and the various questions arising with reference to such stock are dealt with in *Palmer's Company Precedents*, vol. 3 (9th ed.), pp. 46-48; in *Buckley on Companies* (7th ed.), p. 184; and in *Lindley on Companies* (6th ed.), pp. 303, 304. As Lord Lindley points out, no objection to the validity of irredeemable stock was hinted at in *City of London Brewery Co. v. Commissioners of Inland Revenue* (1899, 1 Q. B. 121), a case which raised the question as to the stamp duty payable on a trust deed for securing such stock. In a recent case before Buckley, J., a company under the Acts of 1862 to 1900 (formed to make and work a railway abroad) had, by its memorandum of association, power to borrow money upon debenture stock (nothing being said as to its being perpetual or irredeemable) or "by such other means and upon such other securities as the company may from time to time determine." The articles purported to empower the directors to issue debenture stock which might be "irredeemable or redeemable," and, in pursuance of this provision, the directors issued irredeemable debenture stock, which was to be a charge on a specified part of its undertaking and property, and which charge, until default in payment of any sum payable under it, was to be a floating charge only. The company sold its undertaking and went into voluntary liquidation, and the liquidators proposed to pay off the stockholders at par. One of them, however, contended that he was entitled to compensation for the injury caused by the redemption. The judgment of Buckley, J., comes to this: "(1) The permanence of the undertaking—that of a railway company—had no bearing on the point. (2) The company could not contemplate the issue of stock extending beyond its own commercial life. (3) As the memorandum only authorized 'borrowing,' that term implied repayment at some time. (4) That, inasmuch as borrowing was not an object requiring statement in the memorandum, the articles might be referred to for the purpose of explaining the memorandum. (5) That the memorandum gave no power to create perpetual annuities, and that the articles could not give such a power or extend the memorandum in that respect. (6) That, if the borrowing allowed was upon the terms that the company while a going concern should not be able to make the stockholder accept repayment, then he was only entitled to repayment at par with interest to date." Perhaps it may be inferred from this judgment that companies under the Acts of 1862 to 1900 may, if they have express power to do so, issue perpetual or irredeemable debenture stock if the charge is only a floating one, but it cannot be said that he decided the point, as the liquidators were quite willing to repay at par; and the point whether, if the charge had been a fixed one, there would have been a legal objection to it (see *Lindley*, p. 304), seems to be left uncovered by decision or dictum.—*RE SOUTHERN BRAZILIAN RIO GRANDE DO SUL RAILWAY CO.* (*Buckley, J.*, April 15) (1905, 2 Ch. 78).

The President of the Probate, Divorce, and Admiralty Division was absent from the bench up to Thursday of this week, Mr. Justice Baggallay having announced that, owing to his continued indisposition, the President would be unable to sit. It is stated that he hopes to resume his duties at the end of this week or the beginning of next.

The will of a Dublin gentleman, which must be almost unique in the annals of Somerset House, has, says a writer in the *Daily Telegraph*, recently been admitted to probate. It appears that it ran into some 9,000 words, and provided that, subject to her making certain "appointments," there should be paid to the testator's daughter the sum of £199 10s. per day for 250 days.

## Cases of the Week.

### House of Lords.

**ALIANZA CO. (LIM.) v. BELL.** 28th Nov.

INLAND REVENUE—INCOME TAX—PROFITS—TRADE CARRIED ON ABROAD—MINING—EXHAUSTION OF NITRATE GROUNDS—DEDUCTION—INCOME TAX ACTS, 1842 (5 & 6 VICT. c. 35), ss. 100, 159, SCHEDULE D, CASE 1, RR. 1, 3; AND 1853 (16 & 17 VICT. c. 34), s. 2, SCHEDULE D.

Appeal from order of Court of Appeal (53 W. R. 257; 1905, 1 K. B. 184) affirming judgment of Channell, J. (53 W. R. 23; 1904, 2 K. B. 666). The appellants were an English company who owned a large tract of nitrate grounds in Chili, the upper stratum of which grounds consisted of "caliche." This was dug up and utilized for the production of nitrates and iodine, by the sale of which the company realized large profits. The company were assessed to the income tax under Schedule D, and claimed, for the purpose of arriving at the balance of their profits, to deduct a sum representing the cost price of the "caliche" worked up by them in the course of each year. The Court of Appeal held that such deduction was in the nature of a deduction for exhausted capital which is prohibited by the Act.

THE HOUSE (LORDS MACNAGHTEN, ROBERTSON, and LINDLEY) took the same view, considering the case concluded by the case, rule 3, of Schedule D of the Income Tax Act, and section 159 of that Act, and therefore affirmed the decisions of the courts below.—COUNSEL, *Danckwerts, K.C.*, and *Brenner*; *Sir Robert Finlay, A.G.*, *Sir Edward Carson, S.G.*, and *Rowlatt*. SOLICITORS, *Ashurst, Morris, Crisp, & Co*; Solicitor for Inland Revenue.

[Reported by C. H. GRAFTON, Esq., Barrister-at-Law.]

### Court of Appeal.

**KENT AND ANOTHER v. FITTALL.** No. 1. 16th Nov.

ELECTION LAW—REGISTRATION—OCCUPIER OF DWELLING-HOUSE—LODGER—LANDLORD RESIDING IN SEPARATE ROOMS IN HOUSE—REPRESENTATION OF THE PEOPLE ACT, 1867 (30 & 31 VICT. c. 102), ss. 3, 4—PARLIAMENTARY AND MUNICIPAL REGISTRATION ACT, 1878 (41 & 42 VICT. c. 26), s. 5.

Appeal from the judgment of the Divisional Court (Lord Alverstone, C.J., and Wills and Darling, JJ.) upon a case stated by the revising barrister for the borough of Devonport. At a court holden at Devonport the name of Frank Herbert was duly objected to upon the occupiers' list (Division I.) for the borough upon the ground that he had not occupied as owner or tenant the premises named in the list for the twelve months preceding the 15th of July. The facts as found were that Herbert occupied as his residence for the twelve months under a hiring agreement from week to week one unfurnished tenement room on the third floor of a house, such room constituting a separate dwelling-house, being separately occupied by him as a dwelling, and he had let to him such use of the passages and staircase as was necessary and convenient to the access to and enjoyment of his dwelling. The landlord resided in an independent tenement or set of rooms in the premises. There were four other occupiers of rooms in the premises under conditions exactly similar to those under which Herbert occupied. There was let to Herbert and the other occupiers the use in common of the courtyard, w.c., and wash-house situate therein. So far as the relationship between the landlord and the other occupiers as residents was concerned, the landlord occupied no different position than he would have done if he were not the landlord. Herbert had the exclusive occupation, use, and enjoyment of his own room, and the landlord did not, nor had any right by agreement or otherwise to, enter or in any way interfere with or exercise any control or dominion over the room, or over Herbert in his occupation and user, or over the joint user of the portion of the premises used in common. The landlord's use of and right of control over the parts used in common was identical with that of his tenants, and he did not reserve to himself or exercise any right of general control or dominion over the premises. The cleansing of the passages and staircases was shared in common, and no service was rendered by the landlord to his tenants. Herbert had a key which enabled him at all times to obtain access to the house and his room. The landlord was obliged by his contract with the owners to keep the premises in repair. The landlord, not the tenants, was rated in respect of the house. The names of 2,595 other persons on the occupiers' list were objected to under similar circumstances. The revising barrister found that neither in fact nor in law was there on the part of the landlord any general control or right thereto over the house or its occupants, and that the position was the same as if the landlord did not reside upon the premises, and he decided that Herbert was an inhabitant occupier of a dwelling-house, and not a lodger, and was entitled to be on Division I. of the occupiers' list. The Divisional Court held, upon the authority of *Bradley v. Baylis* (8 Q. B. D. 195), that the residence of the landlord in the house was the important criterion upon the question whether the tenants were occupiers or lodgers, and that Herbert was therefore a lodger, and they struck his name and the names of the 2,595 other persons off the list.

THE COURT (COLLINS, M.R., and ROMER and MATHWU, L.JJ.) allowed the appeal.

COLLINS, M.R., said that the room occupied by Herbert was made a "dwelling-house" by section 5 of the Parliamentary and Municipal Registration Act, 1878. By that section also there might be a separate occupation of part of a house as a dwelling, although the occupier was entitled to the joint use of some other part. The question was

whether I view of a material landlord a that the r claimant fo house sepa that which occupy it a landlord t was that The revisi occupied a lord. If t the landlo tion of th approach, the occup was any n franchise t distinction a flat mad landlord t by the occ the dwelli lord reside been very v. *Chamber Palles, C.* not gone e the house which was rooms in or house v correct. conditions entitled to therefore i ROMER and G. W & *Davenport*

Re STRA

Power

Summo directed I ence shar discretion upon tru death for such one such man and in de will or c children or being January, appointm without bequeath Strachan "to my Strachan pecuniar; Strachan upon tru son W. L testator' the perio after the to fall in his child (limited) his death will of stood in standing summon 2,000—p Buckler (Johns. Eq. 177). Buckl of a po Strachar appoint



whether he occupied as a tenant or as a lodger. It was in view of that question that the control of the landlord became a material element, and that depended upon the relation between the landlord and the occupier, and it was only in considering that relation that the residence of the landlord in the house became material. The claimant for a vote must show that he occupied as tenant that part of the house separately as a dwelling. If another person was really in control of that which the claimant in fact occupied, the latter could not be said to occupy it separately as a dwelling. His occupation would be that of his landlord. The essential question, therefore, was whether his occupation was that of his landlord or was an independent occupation of his own. The revising barrister here had found in the clearest manner that the voter occupied a separate dwelling in the house free from all control by his landlord. If that were so, it seemed to him to be immaterial whether or not the landlord retained control over the part used in common. The occupation of the room itself, and not the occupation of the outlying modes of approach, conferred the franchise. Upon principle it could not be said that the occupation by the landlord of a distinct subject-matter in the same house was any more a bar to the occupier having the dwelling-house occupation franchise than if he lived next door or in the next street. He could see no distinction between a room made a separate dwelling-house by statute and a flat made a separate dwelling-house by construction. The right of the landlord to repair was entirely compatible with an independent occupation by the occupier. It was said, however, that *Bradley v. Baylis* decided that the dwelling-house occupation franchise could not be acquired if the landlord resided in the house. In his opinion that was not so. That case had been very carefully considered by the Irish Court of Appeal in *M'Laughlin v. Chambers* (1896, 2 Ir. 497), and notably by that very eminent judge, Pilles, C.B., and they came to the conclusion that *Bradley v. Baylis* had not gone so far, but had merely decided that if the landlord who resided in the house exercised a control as master, a paramount governing control, which was something different from that of a man who merely occupied rooms in the same structure, then every one of the tenants in the structure or house was a lodger. In his (the Master of the Rolls) opinion that was correct. The mere fact that the landlord resided in the premises under the conditions stated in the case did not prevent the other tenants from being entitled to the dwelling-house occupation franchise. The names must therefore remain on the list.

ROMER and MATHEW, L.J.J., concurred.—COUNSEL, J. A. Foote, K.C., and G. W. Ricketts; Dickens, K.C., and W. H. Clay. SOLICITORS, Cuntiffes & Davenport, for R. J. Fittall, Devonport; Ayrton, Biscoe, & Barclay.

[Reported by W. F. BARRY, Esq., Barrister-at-Law.]

### High Court—Chancery Division.

*Re STRACHAN. CAUSTON v. BUCKLER. Re BUCKLER. CAUSTON v. BUCKLER.* Buckley, J. 24th Nov.

POWER—REQUEST OF PROPERTY SUBJECT TO—VALID APPOINTMENT.

*Re STRACHAN.*

Summons. By his will dated the 25th of February, 1891, J. G. Strachan directed his trustees to stand possessed of 2,000 of his 6 per cent. preference shares of £10 each in Strachan & Co. (Limited), with power at their discretion to sell the same and to invest the proceeds as therein mentioned upon trust for his daughter A. V. Buckler during her life and after her death for J. R. Buckler during his life, and after their deaths for such one or more of the children of J. R. Buckler and A. V. Buckler in such manner as J. R. Buckler and A. V. Buckler should jointly appoint, and in default of any such appointment as the survivor of them should by will or codicil appoint, and in default of any appointment for all the children of J. R. Buckler and A. V. Buckler on attaining twenty-one or being daughters marrying. A. V. Buckler having died on the 7th of January, 1895, without having concurred in exercising the joint power of appointment, J. R. Buckler by his will dated the 27th of January, 1904, without referring to the will of J. G. Strachan or his power under it, bequeathed "to my son Julian Buckler 1,000 of the preference shares in Strachan & Co. (Limited) now standing in my name," and bequeathed "to my daughter Sarah Julia Buckler 600 of the preference shares in Strachan & Co. (Limited) now standing in my name," and after sundry pecuniary bequests he bequeathed "400 of the preference shares in Strachan & Co. (Limited) now standing in my name" to certain trustees upon trust to apply the whole or any part of the income for the benefit of his son W. P. Buckler during his life and during twenty-one years from the testator's death to accumulate the surplus income, and at the expiration of the period to apply the accumulations as if W. P. Buckler was dead, and after the death of W. P. Buckler he directed the shares and accumulations to fall into his residuary estate, which he subsequently gave to certain of his children. The only interest in preference shares in Strachan & Co. (Limited) which J. R. Buckler had at the time of his will or at the time of his death was his life interest in the 2,000 preference shares settled by the will of J. G. Strachan. No preference shares in Strachan & Co. ever stood in J. R. Buckler's name, those settled by J. G. Strachan's will standing in the names of trustees. The question which arose upon this summons was whether the bequests of 1,000, 600, and 400—making in all 2,000—preference shares in Strachan & Co. were valid exercises of J. R. Buckler's power of appointment. Counsel referred to *Re David's Trusts* (Johns. 495), *Mackinley v. Sison* (8 Sim. 561), and *Re Gratwick's Trusts* (1 Eq. 177).

BUCKLEY, J., in giving judgment, said: The testator, who was a donee of a power of appointment in respect of 2,000 preference shares in Strachan & Co., made his will, but did not recite or refer to his power of appointment. He, however, bequeathed 1,000 preference shares in

Strachan & Co. standing in his name to an object of the power and made similar bequests of 600 and 400 like preference shares to or in trust for other objects of the power. He thus disposes of 2,000 preference shares in Strachan & Co. though he had no such preference shares of his own. He does not expressly shew that he was exercising his power of appointment. If, however, there is a sufficient reference to the property subject to the power, the bequest may be an effectual exercise of the power. Thus if the bequest be of "all money belonging to me in Consols," and the testator has no Consols except those to which he is entitled as tenant for life and which are subject to his power of appointment, that is enough: *Re Gratwick's Trusts* (supra). So also if a testator bequeaths shares of which he is tenant for life and in respect of which he has a power, but wrongly describes them as "standing in his name," the bequest may be an effectual exercise of the power: *Mackinley v. Sison* (supra). The latter case seems to me to cover this case. The shares were "in his name" in the popular sense that he could dispose of them. I shall declare that the will effectually exercised the power, reserving any question as to the direction to accumulate if that point should hereafter arise.

*Re BUCKLER.*

Summons. By an indenture of settlement dated the 30th of December, 1890, it was agreed that J. R. Buckler should hold 1,000 ordinary shares of £10 each in Strachan & Co. (Limited) then standing in his name, on each of which £9 had then been paid up, in trust for the trustees, and it was thereby declared that the trustees should, subject to certain interests therein during the lives of J. G. Strachan, J. R. Buckler, and A. V. Buckler, hold the same in trust for such one or more of the children of J. R. Buckler and A. V. Buckler in such manner as J. R. Buckler and A. V. Buckler should appoint, and in default of such appointment as the survivor of them should by will or codicil appoint, and in default of such appointment for all the children of J. R. Buckler and A. V. Buckler on attaining twenty-one or being daughters marrying. The settlement contained a power enabling J. R. Buckler to purchase the 1,000 shares from the trustees for the amount actually paid up on them. As stated previously A. V. Buckler died on the 7th of January, 1895, without having concurred in exercising the joint power of appointment, and by his will dated the 27th of January, 1904, J. R. Buckler bequeathed "to my said son Henry Cecil Buckler the 2,722 ordinary shares in Strachan & Co. (Limited) which are now standing in my name or which I have power to dispose of by this my will." At the date of his will and at the time of his death there were 2,522 ordinary shares in Strachan & Co. (Limited) standing in the testator's name. Of these 2,522 ordinary shares the testator owned 1,522 beneficially, and the remaining 1,000 shares were held in trust by him for the trustees of the indenture of settlement. He also owned 200 ordinary shares in Strachan & Co. which stood in the name of a trustee for him. The question which arose upon this summons was whether the bequest to Henry Cecil Buckler was a valid exercise of J. R. Buckler's power of appointment in respect of the 1,000 ordinary shares settled by the indenture of settlement.

BUCKLEY, J., in giving judgment, said: This is, in my opinion, a stronger case than the last. The 1,000 shares subject to the power of appointment were standing in the testator's name, and the only point is that the bequest includes shares of which he was the beneficial owner, and it is argued that at the date of his will he might have contemplated purchasing 1,000 shares to add to those he already owned beneficially either under the power in the settlement or otherwise. He, however, never did so, and I think the bequest was a valid exercise of the power in H. C. Buckler's favour.—COUNSEL, Bathurst; Astbury, K.C., and Dighton Pollock; Buckmaster, K.C., and Cozens-Hardy; H. Fellows; de Montmorency; T. T. Methold. SOLICITORS, Rawle, Johnstone, & Co., for Little & Whittingham, Stroud; Wood, Bigg, & Nash; Vallance & Vallance; Ayrton, Biscoe, & Barclay.

[Reported by T. PAKENHAM LAW, Esq., Barrister-at-Law.]

*MARSHALL v. ROBERTSON.* Warrington, J. 13th Nov.

STATUTES OF LIMITATION—"DISPOSSESSION"—"DISCONTINUANCE OF POSSESSION"—LAND TRANSFER ACTS—REGISTRATION WITH POSSESSORY TITLE OF PERSON HAVING NO TITLE AND NOT IN POSSESSION—RECTIFICATION OF REGISTER.

Action. In or about the year 1854 part of the Kilburn Park Estate, which lay in low marshy ground to the west of Maida Vale, was laid out in building plots. The plots numbered 109 and 110, which were in question in this action, formed part of a strip of land enclosed by four roads—namely, Granville-road, Percy-road, Carlton-vale, and Peel-road. The plaintiff's predecessor in title, one Ryley, bought the two plots in 1854, but the strip of land, enclosed by the four roads, was not then ripe for building, and no buildings were erected until a considerable number of years later. Meanwhile in 1858 William Thomas Norris set up on part of the strip of land, though not on the two plots, a hut on wheels, a sort of stable, and some green-houses. Along the two sides of the strip of land fronting on Granville-road and Carlton-vale there was a long pond or ponds formed by the drainage from the land, and while living in the hut it was Norris's custom in frosty weather to collect the ice on the ponds and sell it. Norris also cultivated part of the strip of land as a garden, but the garden did not extend over the two plots. He also occasionally allowed vans to enter the strip of land, and had carpets beaten there, and allowed swings and roundabouts to be erected, but it was not proved that any of these things were done on the two plots, though rubbish may occasionally have been shot on them. Norris's approach to his hut was over a causeway which did not pass over the two plots. In 1883 Norris was dispossessed of that part of the strip where his hut, stable, and greenhouse stood, and he then lived in an adjoining house until his death. By an indenture dated

the 10th of March, 1904, Norris purported to convey to George Watson, one of the defendants, a piece of land which included the two plots numbered 109 and 110. On the 20th of April, 1904, Watson caused himself to be entered on the land register, kept in pursuance of the Land Transfer Acts, as the proprietor with a possessory title of (*inter alia*) the two plots of land, and a land certificate (Title No. 8406) was issued to him. On the 23rd of April, 1904, Watson executed a charge in the statutory form on the land comprised in the said title No. 8406 in favour of the defendants A. M. Robertson and M. A. Robertson, and on the same day they were entered on the land register as proprietors of a registered charge. By an indenture dated the 13th of December, 1904, the said two plots of ground numbered 109 and 110 were conveyed to the plaintiff by the successors in title of the original purchaser Ryley. In February, 1905, the two plots were enclosed by a close fence, and everybody but the plaintiff was excluded from them. The writ in the action was issued on the 6th of March, 1905, and in the statement of claim, delivered the 4th of May, 1905, the plaintiff claimed (*inter alia*) (1) a declaration that he was entitled in possession free from incumbrances to the said two plots; (2) a declaration that none of the defendants were entitled as against the plaintiff to any estate, right, interest, or charge in or on the said plots; (3) to have the land register rectified by removing therefrom the entry of the defendant Watson as proprietor of the said plots, and the entry of the defendants Robertson as proprietors of a charge on the said plots.

WARRINGTON, J.—In this case, for the reasons I will state directly, the *onus* of establishing his title rests not on the plaintiff, but on the defendants. The plaintiff alleges that at the date of the issue of the writ he was in possession of the land. He does not seek to recover possession, but to remove the blot upon his title created by the entry on the register, which he seeks to rectify, and to negative a claim of right set up by virtue of it by the defendants. The defendants contended before me the other day that the *onus* was upon the plaintiff to make out something more than his paper title—to make out as against the defendants by the strength of his own evidence that he was the rightful owner of the land. It was said that the distinction between an action for recovery of possession of land and such an action as the present one is of a vague and shadowy description. This seems to me to forget altogether the fundamental principle of English law which attributes in disputes as to ownership of land the utmost importance to the actual possession of the land as distinguished from the right to possession. I may illustrate that by mentioning the well-known fact in legal history, which is that when the assize of novel disseisin was established a person who was in possession of land, and was dispossessed even by the rightful owner, was entitled to the assize of novel disseisin, and could recover the land under the summary process which that afforded him, the true owner being left to the more cumbersome proceeding by a writ of right, and in that proceeding it was on the true owner that lay the *onus* of proving that he was the true owner. The plaintiff has proved his allegation that at the date of the issue of the writ he was in possession, and has also proved a *prima facie* legal title. The *onus* is therefore on the defendants to shew that they have a better title than that of the plaintiff, and the only title they can establish is under the Statute of Limitations. What is the fact that they have to prove? It seems to me that it is not sufficient for them to prove mere acts of ownership—that is to say, acts which an owner might do, but they must prove possession on their part and dispossession on the part of the rightful owner—for this reason, if they do not prove dispossession, or discontinuance of the possession, which is the phrase in the statute, on the part of the rightful owner, they do not prove that the right to bring the action to recover the land ever arose. If the right to bring the action never arose, then the statute has not run in their favour. It is put in *Leigh v. Jack* (28 W. R. 452, 5 Exch. Div. 264, 49 L. J. Ex. 220, 42 L. T. 463) in this way by Cockburn, C.J., and afterwards by Lord Bramwell and Cotton, L.J. Cockburn, C.J., says this at 5 Exch. Div., p. 271: "Nothing besides the acts of the defendant has been relied upon as creating a dispossession, and those acts do not amount to a dispossession. I think the conclusion of fact arrived at by the arbitrator right. The plaintiff and her predecessors in title did not intend to abandon the ownership of the soil. . . . I do not think that any of the defendant's acts were done with the view of defeating the purpose of the parties to the conveyances; his acts were those of a man who did not intend to be a trespasser or to infringe upon another's right. The defendant simply used the land until the time should come for carrying out the object originally contemplated. If a man does not use his land, either by himself or by some person claiming through him, he does not necessarily discontinue possession of it." Lord Bramwell says this at p. 273: "I do not think that there was any dispossession of the plaintiff by the acts of the defendant; acts of user are not enough to take the soil out of the plaintiff and her predecessors in title and to vest it in the defendant; in order to defeat a title by dispossessing the former owner acts must be done which are inconsistent with his enjoyment of the soil for the purposes for which he intended to use it." Then Cotton, L.J., also says at p. 274: "I am of opinion that there can be no discontinuance by absence of use and enjoyment where the land is not capable of use and enjoyment." Then in *Marshall v. Taylor* (1895, 1 Ch. 641, 64 L. J. Ch. 416, 72 L. T. 670) Lord Halsbury, referring to *Leigh v. Jack* (*supra*), says: "As I read the facts and as the arbitrator there found, there was no exclusive possession sufficient to make the possession change so as to put it in him and dispossess the real owner of the land." One has, putting it shortly, to find acts sufficient to render it necessary to draw the conclusion that there was an exclusive possession so as to create a change, and to put it into the defendant, and to take it away from the plaintiff. [His lordship then stated the facts as already briefly mentioned, and continued:] Had Norris in 1883 asserted a title by the statutes as against the owner of the plot occupied by his hut, stable, and greenhouses, he might have succeeded, for the occupation by his hut, out-

buildings, and curtilage might have been sufficient evidence of his possession on the part of the rightful owner. It seems to me impossible to attribute that as an act of possession applicable not only to that plot of land, but applicable to any part of the whole strip on the ground of similarity in locality and condition of every part of the strip. Where a large tract of land is in the possession of one person and certain acts are performed which are in themselves sufficient to be acts of dispossession it is not necessary to prove that those acts are performed over every bit of the land in question. It may be that the rightful owner is dispossessed not only of the actual pieces where the acts are performed, but of the whole of the land which is in a similar condition of locality and otherwise, but it seems to me that for that purpose the land must be wholly in one owner. It is impossible to say that acts which dispossess A. B. will also dispossess C. D., who is the owner of another piece of land, for the act which dispossesses A. B. gives no right of action to recover the land of C. D., who is the owner of another piece altogether. I reject entirely for the purposes of this case the acts done with reference to the site of the hut, garden, stable, and greenhouse. None of the other acts alleged have been proved to have been done on the two plots in question in this action; but, even if they had, I do not think they are sufficient to change the possession of the land so as to give the defendants a title by the statutes. The result I come to, therefore, is that the plaintiff is entitled to succeed, but I cannot part with the case without saying a word on a subject which is of some public interest, because it seems to me that this case illustrates in the most forcible manner the extreme danger which was introduced in 1875 of allowing a person to register himself as the owner of land with a possessory title. I will say why it seems to me there was this danger. In 1904, Norris, who at that time had nothing to shew as any instrument of title, sold to one Watson, and Watson is permitted by the Land Transfer Act and by the rules under it to take his conveyance with a statutory declaration on the part of Norris that he has been in possession of the land for more than the statutory period, and thereupon Watson gets registered as having a possessory title. From that moment he has got the certificate of registration to shew when he goes, as he did, to the defendants Robertson and desires to raise money. I ought to have said the defendants Robertson are mortgagees from Watson. Is it conceivable that if Norris had gone to these defendants he would have been able to raise money on this piece of land? It seems to me that it is that registration of a possessory title with the power of producing the certificate of registration which has done all the mischief in this case, which has induced the defendants Robertson to lend their money, which, of course, they will now as a result of this judgment lose. I think it right to point this out, because it does seem to me to illustrate very forcibly the danger which registration of a possessory title introduces.

Counsel referred to Land Transfer Rules (1903) No. 18: "Application for registration with a possessory title shall be made by delivering at the registry a written application to the effect of form 1 in the first schedule hereto, accompanied by either (a) a deed or other document conferring on the applicant a title under which an application for registration as first proprietor of land can be made; or (b) a statutory declaration by the applicant or his solicitor in form 2 in the first schedule hereto or to the like effect."

WARRINGTON, J.—That makes it rather worse. He could have obtained registration by producing the conveyance. Rule 21 says "The applicant's title will not be investigated by the registrar, and registration will not affect or prejudice the enforcement of any estate, right, or interest adverse to or in derogation of the title." That is true enough. It does not prejudice any right, but it arms the person who has got the possessory title with the document which he makes use of in this case to raise money, which he could not have done before.—COUNSELL, *Cave, K.O., and Rell; Rowden, K.O., and Crowdy*. SOLICITORS, *Oldfield, Bartram & Oldfield; Holt, Beever, & Crowdy*.

[Reported by T. PAKEMAN LAW, Esq., Barrister-at-Law.]

## High Court—King's Bench Division.

COMPANIA NAVIERA VASCONGADA v. CHURCHILL & SIM. COMPANIA NAVIERA VASCONGADA v. BURTON & CO. Channell, J. 23rd Nov.

SHIP—BILL OF LADING—INCORRECT STATEMENT—"SHIPPED IN GOOD ORDER AND CONDITION"—"QUALITY UNKNOWN"—ESTOPPEL—HARTER ACT.

The plaintiffs were shipowners and the defendants were indorsees of certain bills of lading to whom the property in the goods passed. A vessel was chartered to carry a cargo of timber from Port Arthur, Texas, to London. On the back of the charter-party was a form of a bill of lading, which stated that the goods "were shipped in good order and condition," and were "to be delivered in like good order and condition," and further stated that the "quality and measure" were unknown. The bills of lading were subject to the limitations of and the exceptions to the Act of Congress of the United States of the 13th of February, 1893, commonly known as the Harter Act. The bills of lading incorporated the conditions of the charter-party, and stated that the timber was "shipped in good order and condition," and that it was "to be delivered in like good order and condition," and at the end of the bills of lading the words "quality and measure unknown" were printed. The timber when shipped was stained with petroleum, and when the timber was discharged the marks on the timber were obliterated and indistinguishable, in consequence of which delay was caused in allotting the parcels and certain charges incurred thereby. In consequence of the state of the goods the defendants and the shippers went to arbitration, and the defendants obtained an award against the shippers, who were a foreign

firm, upon plaintiffs' warehouse shippers, al- lading they Harter Act merchan- ports, to is and condi- facie eviden-

CHANNELL must have timber was necessary a order and unknown, reference necessarily condition, was expect words "go could not t appear c sign an un party prov the terms Without c By the inc the bill of making th the scope Harter Act the owner as that in ment that "shipped sense of a assent by be suppos from the is described. lading we tained in t dition of t duty on th The case have been would pro advantage statement really arise negligent As to the directly to the owner. an estop necessary acting, the state The parti together right to r sufficient whose sta their pre tiffs had the goods defendant interest Denson Sme; H

THE K CONTEMP HINDER CONTEN THE A ATTAC Rule n David D entitled lading o 5th, 6th commen the next attempt abandon magistra case was Treasury



firm, upon which they had not sued. The defendants admitted the plaintiffs' claim for freight, but counterclaimed for damages and for warehouse rent, sorting expenses, and interest on the money paid to the shippers, alleging that on the strength of the statement in the bills of lading they had taken the bills of lading and had paid the shippers. The Harter Act, s. 4, imposes a duty on the master of a vessel transporting merchandise from or between ports of the United States and foreign ports, to issue to shippers a bill of lading stating the apparent order and condition of such merchandise, and "such document shall be *prima facie* evidence of the receipt of the merchandise therein described."

CHANNELL, J., held, that the damage to the timber at time of shipment must have been apparent, and was in fact entered in the log. To say that the timber was shipped in good order and condition was a misstatement, and if necessary a negligent misstatement. Whether the words "shipped in good order and condition" were neutralized by the words "quality and measure unknown," "condition" and "quality" might mean the same thing in reference to some things and to some defects in them, but they did not necessarily or usually do so. "Condition" referred to external and apparent condition, and "quality" to something not usually apparent. A captain was expected to notice the apparent condition, but not the quality. If the words "good order and condition" were in a bill of lading, the captain could not by adding "quality unknown" get rid of the admission as to the apparent condition. The captain was not bound by the charter-party to sign an untrue statement in the bill of lading, even though the charter-party provided a form of a bill of lading containing that statement, and the terms of the charter-party incorporated in the bills of lading. Without departing from the form the words might be qualified. By the incorporation of the Harter Act the captain was bound to state in the bill of lading the apparent order and condition. The captain in making the statement as to the good order and condition was acting within the scope of his authority and bound his owners. Section 4 of the Harter Act, when that Act applied, apparently concluded the liability of the owners. The contract was to deliver the goods in the same condition as that in which they were shipped, coupled with an acknowledgment that the condition was good at time of shipment. The words "shipped in good order and condition" were not words of contract in the sense of a promise, but were an affirmation of fact or in the nature of an assent by the captain to an affirmation of fact which the shipper might be supposed to make as to his own goods. There was no contract apart from the incorporation of the Harter Act, that the goods were correctly described. There was a difficulty in saying that the clause that the bills of lading were subject to the provisions of and exemptions from liability contained in the Harter Act, imported a contract that the statement as to condition of the goods was true, although section 4 of the Harter Act imposed a duty on the master to insert a true statement as to the condition of the goods. The case did not come within the recognized rules as to estoppel. It must have been known that the statement, if not intended to be acted on, would probably be acted on. Bills of lading were transferable, and the advantage of a clean bill was apparent. As the estoppel arose on a direct statement of fact which was incorrect, the question of negligence did not really arise, but if necessary it was possible to find the statement to be negligent provided there was a duty towards the indorsee to take care. As to that duty, although the incorrect statement could not be sued on directly as a breach of contract, the transfer of the contract to the indorsee created a privity between the indorsee and shipowner. The latter part of section 4 of the Harter Act did not prevent an estoppel. To make the statement binding as an estoppel, it was necessary that it should be acted on to the prejudice of the person so acting. The defendants had parted with the money on the strength of the statement, had obtained an award, but had not sued the vendors. The parting with the money and the being out of it for a certain period, together with the trouble and possible expense of establishing the legal right to recover it, might amount to an acting to the payer's prejudice sufficiently to establish an estoppel against the person in reliance upon whose statement he had made the payment. The defendants did act to their prejudice on the statement so as to create an estoppel. The plaintiffs had to pay the damage which was, on delivery, found to be done to the goods. The expense of sorting the parcels could be recovered by the defendants in addition to one month's warehouse rent and one month's interest on the money paid to the shippers.—COUNSEL, *Serutton, K.C.*, and *Dawson Miller; Hamilton, K.C.*, and *Chaytor*. SOLICITORS, *W. Crump & Sons; Hollams, Sons, Coward, & Houskley*.

[Reported by W. T. TURTON, Esq., Barrister-at-Law.]

#### THE KING AND DAVID DAVIES. Div. Court. 6th and 28th Nov.

CONTEMPT OF COURT—NEWSPAPER—PUBLICATION OF MATTER LIKELY TO HINDER THE FAIR TRIAL OF CHARGE—MAGISTERIAL PROCEEDINGS—CONTEMPT PRIOR TO COMMITMENT OF DEFENDANT—CHARGE TRIABLE AT THE ASSIZES OR AT QUARTER SESSIONS—JURISDICTION OF HIGH COURT TO ATTACK.

Rule nisi to shew cause why a writ of attachment should not issue against David Davies, the editor, printer, and publisher of a certain newspaper entitled the *South Wales Daily Post*, for his contempt in printing and publishing or causing to be printed or published in the said newspaper of the 5th, 8th, 9th, and 12th days of September last respectively certain comments calculated to prejudice one Henrietta Hunter upon her trial at the next assizes for the county of Glamorgan upon a charge of the attempted murder of a certain child, and also upon a further charge of abandoning the same child. Henrietta Hunter was first charged before the magistrate with abandoning her child on the 1st of September, and the case was remanded from time to time. On the 27th of September the Treasury intervened, and she was then further charged with the

attempted murder of the child. Counsel, who shewed cause, submitted that she was first charged with abandoning the child, and, if committed, she would be sent to trial to the quarter sessions and not to the assizes, in which case the High Court would have no jurisdiction in respect to a contempt of court—that is, of the High Court. The last article complained of was published on the 12th of September, and the Treasury did not intervene with the second charge until the 27th of September, when she was first charged with a crime which would be triable at the assizes. If the articles had been published after the 27th of September it would undoubtedly have been a contempt of court on the authority of *Res v. Parke* (1903, 2 K. B. 432), when in a considered judgment this court decided that where a person having been charged before the petty sessions with an indictable offence triable only at the assizes, matter published to prejudice the fair trial would give the High Court jurisdiction to attach for contempt of court, notwithstanding that the person charged had, at the time of the publication not been committed for trial. Counsel for the rule submitted that the first charge was triable at the assizes, and that was sufficient to give the court jurisdiction. In any case inferior courts ought to be protected, and the case was free from authority.

THE COURT (LORD ALVERSTONE, C.J., and WILLS and DARLING, JJ.) took time to consider their judgment, and on the 28th of November ordered that the defendant pay £100 fine.

WILLS, J., who read the judgment of the court, said in the course of the judgment: The counsel who appeared for the defendant admitted that nothing could be said in defence or palliation of the act of publishing the articles. It would perhaps be enough to say that inasmuch as the question whether the committal should take place to the assizes or quarter sessions depended in all probability upon the mere accident of which tribunal might hold its sittings before the other, it was just as much a contempt of the assize court as of quarter sessions, and if so our judgment in *Res v. Parke* (1903, 2 K. B. 432) applies. We adhere to the view that we expressed in that case, that a publication of such articles is a contempt of the court which ultimately tries the case after committal, though at the time when they are published it cannot be known whether there will be a committal or not. Their tendency is to poison the stream of justice in that court although the stream had not reached it.

It matters not whether the uncertainty at the time the articles were published extended only to the forum to which the case should be sent or to the question whether a committal would take place at all, or to both. We cannot see that the additional element of uncertainty in that the case could be tried at quarter sessions makes any difference in principle, and we are of opinion that upon these grounds alone the present application ought to be granted. But inasmuch as a further question of great and growing importance—viz., the jurisdiction of this court to treat attacks of this kind upon the independence and usefulness of inferior tribunals as offences to be dealt with by this court in its summary jurisdiction—has been raised, we think it desirable to deliver a judgment upon this point also, and to treat the case as if a committal had actually taken place to quarter sessions. The present King's Bench Division stands in the place of the three ancient superior courts of common law, and besides representing the powers and exercising the authority of the Courts of Common Pleas and Exchequer inherits all the jurisdiction and powers of the Court of King's Bench. There is no doubt that the great functions of this court, as of all others, must be exercised according to due course of law. The old authorities do serve to shew the very great trust reposed in the Court of King's Bench in respect of its control and superintendence of all inferior courts, and that it is in a special manner the guardian and protector of public justice throughout the kingdom. Offences of the exact kind in question are necessarily of modern date; they could not have existed before printing was resorted to. Down to 1792 the judge at the trial determined as a matter of law whether a particular writing was a libel, and looking to the legal definition of libel it is obvious that writers of all kinds stood in far greater danger than they have done since the Act of 32 Geo. 3, c. 60. If there is no authority that such an offence is summarily punishable by this court, counsel has admitted, at all events, that he has been able to find none to the contrary. We are driven, therefore, to consider the question in the first instance from the point of view of principle. There is no doubt that almost all the cases of contempt of court to be found in the books are cases in which the act so called and so dealt with has been some act in defiance of one of the superior courts. Each of the three courts of common law, and also the Court of Chancery, possessed ample powers to protect itself. It is very natural, therefore, that the language generally used in such cases should refer to the power of the Supreme Court to ensure respect for itself or its orders, and should not go beyond that. What, then, is the root of and underlies the cases in which persons have been punished for attacks upon courts. It will be found to be, not for the purpose of protecting either the court as a whole or the individual judges of the court from a repetition of the offence to them, but protecting the public from the mischief they will incur if the authority of the tribunal be undermined or impaired. Wilmut, C.J., in an undelivered judgment says: "To be impartial and to be universally thought to be so are absolutely necessary for the giving justice that free, open, and unimpaired current which it has for many years found all over this kingdom." If courts for the administration of justice exist for the benefit of the public, their independence must be protected from unauthorized interference. If it is to be secured at all it can only be secured by the action of this court, and if it be true that in any sense the King's Bench is the *custos morum* of the kingdom it must be its function to apply with the necessary adaptations to the altered circumstances of the present day the same great principles which it has always upheld. The necessity of caution in dealing with a matter where the liberty of the subject is concerned has been fully present to our minds. It is because

we think we are creating no new jurisdiction, but acting strictly in accordance with the cardinal principles upon which the jurisdiction to commit for conduct tending improperly to interfere with the administration of justice that we here come to the conclusion at which we have arrived. As the application asks for nothing more than the legitimate application to new circumstances of the old principles of the common law, we have come to the conclusion we ought to grant the remedy invoked. We order David Davies to pay a fine of £100 and costs.—COUNSEL, *Banks, K.C., and Elms Hill; E. Vaughan Williams.* SOLICITORS, *Soames, Edwards, & Jones; Smith, Rundell, & Dods, for Harold Lloyd & Cross Cardiff.*

[Reported by MAURICE N. DRUQUER, Esq., Barrister-at-Law.]

## Law Societies.

### Incorporated Law Society of Liverpool.

The seventy-eighth annual general meeting of the Incorporated Law Society of Liverpool was held in the rooms of the society, 10, Cook-street, Liverpool, on Tuesday last, the 28th of November.

Mr. ARNOLD J. CLEAVEY (president of the society) presided, and there was a large attendance of members.

The PRESIDENT, in moving the adoption of the report, delivered an address, in which he said: The report which is now submitted for your adoption contains no reference to legislation to which your attention as lawyers can usefully be invited—for rarely has there been a Parliamentary Session so unproductive of completed work. Only 23 public statutes were passed, which I believe is the lowest on record for a full session. Under the present Parliamentary procedure the House of Commons appears to be rapidly becoming powerless as a legislative body, and Bills which do not afford opportunity for party conflict are practically ignored. Useful measures such as the Prevention of Corruption Bill, Married Women's Property Act Amendment Bill, County Courts Bill, Solicitors' Bankruptcy Bill, False Statements (Companies) Bill, and the Bill for the Codification of the Law of Marine Insurance, all of which, if passed, would effect improvements in the existing law, are introduced session after session with the same negative result. It can only be hoped that in the near future Parliament will devise some machinery, either in the direction of devolution of part of their work, or the redistribution of the time of the House, whereby a state of affairs which is becoming an increasingly serious matter may be remedied. [After referring to some of the Acts which were passed, the President continued:] The proposal to create a public trustee, and the subject of the extension of the Land Transfer Acts, are always with us. A Bill dealing with the former subject was before the House of Commons last session, and although introduced by private members, the Bill received the support of the Solicitor-General. The report deals fully with the matter, and I refer to it only for the purpose of calling attention to a discussion which was the outcome of some observations of the President of the Law Society in his address at the provincial meeting held last month in Leeds, followed by two papers read by members of the Council, entitled "Solicitors and Accounts" and "Clients' Money" respectively. In a leading article which appeared in the *Times* on the 19th of August last, in connection with the subject of public trustee, the writer expressed the hope that those who opposed the Bill "would examine the case of the promoters, and frame an adequate substitute for the offensive measure." In short—solicitors were urged to be "constructive as well as critical." It was from this point of view that the observations of the President of the Law Society and the papers to which I have referred were discussed at the Leeds meeting, and a resolution was passed, referring the matter to the Council in consultation with the country law societies, with a view to an alternative measure being framed and introduced into the next session of Parliament. The Council have appointed a sub-committee, and that committee is now considering the matter. I hope they will be able to prepare a measure which, without introducing the objectionable features of the Bill of last session, will nevertheless meet all reasonable requirements. It is to me a matter of regret that the observations of the president, and the advice contained in the two papers to which I have called attention should have been made and given in such terms as to cause the impression that the placing of clients' money in a separate banking account, and the keeping of proper books of accounts was a novel proposition. It appeared that the writers of the papers took as their text principles which in their opinion ought to be, but were not generally adopted by solicitors. As a matter of fact, I believe in Liverpool it is the general practice for solicitors to place clients' moneys to a separate credit at the bank, and to keep proper books of account. It will be seen from a reference to the report that by the rules issued by the quarter sessions for the county of Lancaster, solicitors are excluded from appearing before the committee of the quarter sessions on behalf of the parties interested in licences which have been referred by the licensing justices to that committee to be dealt with. It is difficult to imagine the reasons which weighed with the committee of quarter sessions in arriving at such a decision. The Lord Chancellor stated in the House of Lords on the 5th of August, 1904, that a "court of quarter sessions had duties which were administrative and duties which were judicial. As a licensing authority they were simply an administrative body, and, although they ought to administer their functions in a judicial spirit, it was a misapprehension to suppose that they had any judicial authority at all. That, he believed, was the true view of the law." It therefore appears clear that it was the intention of the framers of the Act that the functions of the justices, whether in brewster sessions or sitting as a committee appointed by quarter

sessions under the Licensing Acts should be ministerial, and this is the view adopted by all city and borough quarter sessions and nearly all the county quarter sessions throughout the country. From a selfish point of view, it is on many occasions to the interests of the solicitor to instruct counsel, but the matter is one of public interest and not of professional profit, and no efforts were spared to put before the members constituting the quarter sessions of Lancashire the reasons why exclusive right of audience should not be conferred upon the members of the bar. Deputations waited upon the clerk of the peace and the chairman of the West Derby Division of the quarter sessions respectively, and letters and reports were addressed to the whole of the justices in the county, but with no avail. The position now is that whilst a solicitor may appear before the committee of the quarter sessions for the county of Chester in all matters referred to them by the licensing justices, similar right of audience is not accorded him by the committee of the quarter sessions for the county of Lancaster. It seems to be carrying the principle of delegation very far to empower a county committee to frame rules which really amount to supplementary legislation, and I venture to think that the Legislature should have decided the question itself, or left the Secretary of State for Home Affairs to make a rule applicable to the whole of the county.

It may not be out of place to refer to a leading article in the *Times* of the 7th of November last, arising out of certain correspondence which had previously appeared in the columns of that paper on the subject of solicitors' costs. The writer commented on the existing system of detailed charges so calculated to mislead the client and so unsatisfactory both to client and solicitor, and pointed out very forcibly that the system emphasized the work of the office boy and ignored the skill and experience of his master. No one knows better than members of the profession how true this is, and the article points out that the solution of the difficulty is, that solicitors should be entitled, like other professional men, to charge a gross sum for their services. The obligation to deliver a detailed "bill of charges" is cast upon solicitors by section 37 of the Solicitors Act, 1843, as interpreted by the judges. The section provides that no action shall be commenced for the recovery by a solicitor of his charges unless a "bill of such charges, fees, and disbursements" has been delivered to the client—and it has been held that a bill in which the items are not distinguished is not a compliance with the section. Lord Coleridge, C.J., and Grove and Archibald, J.J., in their several judgments in the case of *Wilkinson v. Smart*, decided in 1876, were of the opinion that the object of the section was to ensure details being given, with a view to taxation as provided by that section. These judges further held that without such details a taxing-master would be unable to decide whether the Bill was reasonable or not. The rules which now provide that a taxing-master may demand the fullest information, to enable him to exercise his judgment as to the propriety of charges, were not then in force, and taxing-masters were practically confined to scale allowances. With the powers which a taxing-master now possesses and the discretion with which by recent rules he has been invested, it does not appear to me that the question of taxation is an obstacle in the way of the adoption of the suggestion. The observance of a scale may be advantageous in controlling, to some extent, the idiosyncrasies of taxing-masters, but the awarding of a gross sum for services rendered in a non-litigious matter does not differ very widely from the allowance in an action of a gross sum as "instructions for brief." Legislative sanction would be required to effect the change, but after the attention which has been called to the subject by the *Times*, it would appear that the Law Society might with every justification carefully consider the matter, with a view to relieving solicitors of an obligation which is equally as unsatisfactory to them as to their clients.

Mr. J. CAMERON, vice-president, seconded, and the proposition was agreed to.

Sir JOHN GRAY HILL proposed a vote of thanks to the president for his address, and remarked that during the year he had increased the esteem, respect, and affection with which they all regarded him. He pointed out that the Marine Insurance Bill had been nine years before Parliament, and had been systematically blocked by one gentleman in the House of Commons, who had no practical experience in the subject at all and apparently knew little about the theory. The same gentleman had blocked every year the Bill to prevent solicitors who were undischarged bankrupts from practising. There were some sixty or seventy of those gentlemen, who were at large, and earning for the profession a reputation which they did not desire to attach to it. It would be well if the Law Society brought in a well-considered measure of their own with reference to the public trustee question, and he urged that it was a very desirable thing that the practice of having separate banking accounts for clients' money should be generally adopted. Then they would have done all that could be done for the profession to answer the unjust attacks sometimes made upon them. He also agreed that the present system of solicitors' payment was very unsatisfactory. They ought to be paid for the skill they possessed and not for the routine work.

Mr. J. W. ALSON seconded, and echoed the sentiments already expressed as to the public trustee question. It was for them to try to devise some means of their own to meet the evil which existed.

The motion was carried.

It was moved by Mr. F. GREGORY, seconded by Mr. H. H. GIBSON, and resolved: "That the thanks of the society be given to the officers and members of the committee for their services during the past year."

There were ten nominations to fill the vacancies upon the committee, and the following were elected for the term of three years next ensuing: Messrs. J. Cameron, Septimus Castle, G. Dickinson, E. T. Driffield, G. Hearley, C. E. Nield, W. E. Rigby, E. C. Sanders, W. Forshaw Wilson. The following gentlemen were elected members of the society, namely:

Messrs. James Campbell, Will

The following Members.—T barristers and sixty-four.

Stamp Duties Commissioners of the instance of assent to dev hand only, is

Legal Education testifies to the a large propo classes, and he has occup character of t best students the early part of that body be made in the steps should degrees among which the wh of the Law Soc ing institution Law Society of legal education and the Liver

Hull, Mr. H. the conference by the Legal large centres with the arra Council of the represented o and they also to them annu

Public Trust effort was m executor in o to exist in fin originally int subject of an

1895. As a s was dropped, passed enable second readi Standing Com mittee was fo request that contained the amendment. being taken reading, the Commerce at clauses, of v on the repor on the instar able to secu these amendi pried three s not been wh therefore, to introduced mercial bod to insure the proposes to reaching ef treated by n characterize session.

Lunacy P the questio matters in large porti entailed by London, as a matter of district reg either who the manag result in co of delay, v noticeable ever increa can only b invited the direction, Chancellor possible o be induce any future



Messrs. James Alcock, Andrew Stewart Anderson, E. Leigh Brown, James Campbell, William Glasgow, and J. A. Howard Watson.

The following are extracts from the report of the committee:

**Members.**—The society now consists of 409 members. The number of barristers and others, not being members, who subscribe to the library is sixty-four.

**Stamp Duties.**—The attention of members is drawn to the case of *Kemp v. Commissioners of Inland Revenue* (1905, 1 K. B. 581) (a test case brought at the instance of the Law Society) which settled the vexed question that an assent to devise under section 3 of the Land Transfer Act, 1897, under hand only, is not subject to any stamp duty.

**Legal Education.**—Professor Emmott, in his report to the Law Faculty, testifies to the high character of the work done during the past session by a large proportion of the students attending the several lectures and classes, and he expresses the opinion that at no time during the nine years he has occupied the Queen Victoria Chair of Law has the average character of the work been better, or the standard attained by the best students been higher. The Council of the Law Society, in the early part of the year, requested the Legal Education Committee of that body to consider and report what, if any, alterations should be made in the society's scheme of education, and to consider further what steps should be taken to encourage higher education and University degrees amongst articled clerks and solicitors. As the matter was one in which the whole profession was interested, the Legal Education Committee of the Law Society expressed a wish to act in co-operation with the teaching institutions in the provinces, and with this view the President of the Law Society convened a conference of those practically interested in the work of legal education. The conference was held in London on the 3rd of May, and the Liverpool representatives were Professor Emmott, Mr. F. Marton Hull, Mr. H. D. Bateson, and Mr. J. E. Burton Bagshaw. As a result of the conference, the Council have adopted certain proposals made to them by the Legal Education Committee, but so far as these proposals affect large centres with existing organizations, they are substantially in accord with the arrangements which have hitherto obtained in Liverpool. The Council of the Law Society, however, stipulate that they shall be directly represented on all local educational bodies to whom they make grants, and they also require that certain prescribed information shall be furnished to them annually with regard to the work of such bodies.

**Public Trustee and Executor Bill.**—During the past session a determined effort was made to pass into law a Bill to establish a public trustee and executor in order to meet a difficulty which was alleged by the promoters to exist in finding suitable private trustees. The Bill was founded on that originally introduced in the year 1890, the provisions of which formed the subject of an inquiry by a Select Committee of the House of Commons in 1895. As a result of that inquiry the idea of constituting a public trustee was dropped, and in lieu thereof the Judicial Trustee Act of 1896 was passed enabling the court to appoint judicial trustees. The Bill passed second reading, unfortunately without discussion, and was referred to the Standing Committee on Law. A copy of a report prepared by the committee was forwarded to each member of the Standing Committee, with a request that the Bill might be amended in accordance with the suggestions contained therein, but the Bill was reported to the House with very slight amendment. As the procedure of the House prevented any objection being taken to the principle of the Bill on the report stage or third reading, the committee, in co-operation with the Liverpool Chamber of Commerce and the Liverpool Stock Exchange, prepared amendments on clauses, of which Mr. MacArthur kindly took charge, and which he moved on the report stage. A large number of amendments were also prepared at the instance of the Council of the Law Society, and the committee were able to secure the support of some of the local members of Parliament to these amendments. Although the consideration of the amendments occupied three sittings of the House on the report stage of the Bill, they had not been wholly disposed of by the end of the session, and the Bill had, therefore, to be dropped. The committee trust that if the Bill is again introduced in Parliament, the action taken by the law societies and commercial bodies throughout the country will have aroused sufficient interest to insure that some real consideration shall be given to a measure which proposes to effect alterations in the present law of such importance and far-reaching effect. In any event they hope that the subject will not be treated by members of the House of Commons with the indifference which characterized the passing of the Bill through the earlier stages in the past session.

**Lunacy Practice.**—In May last the committee had under consideration the question of the expense and inconvenience in Lancashire lunacy matters incident to the conduct in London of all the proceedings. A large portion of the cases involve small estates, and the extra expense entailed by the necessity of carrying on the whole of the proceedings in London, as compared with what would result from local administration, is a matter of great importance. The committee were of opinion that if the district registrars of Liverpool and Manchester were empowered to exercise, either wholly or in part, the powers of masters in lunacy in reference to the management and administration of the estates of lunatics, it would result in considerable saving of expense, and would obviate the possibility of delay, which in the past has been very marked, and, although not so noticeable of late, will probably remain a regrettable feature owing to the ever increasing work in this department. The necessary powers, however, can only be conferred on the registrars by statute, and the committee invited the co-operation of the Manchester Law Association in this direction, with the result that a joint letter was addressed to the Lord Chancellor asking him to take the matter into consideration on the first possible opportunity. The committee hope that the Lord Chancellor may be induced to include provisions giving effect to the above suggestion in any future Bill which may be brought in dealing with lunacy matters.

## United Law Society.

Nov. 27.—Mr. W. A. Richardson in the chair.—Mr. J. Menzies propounded a point of law and practice which gave rise to an interesting discussion. Mr. H. C. Bickmore proposed, and Mr. Cox Sinclair opposed, the following motion: "That the recent decisions under the Workmen's Compensation Act shew the necessity for an amending statute." After a long discussion the motion was carried, and the society adjourned at 10.5 p.m.

## Law Students' Journal.

### Incorporated Law Society.

#### INTERMEDIATE EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Intermediate Examination held on the 8th of November, 1905:

#### FIRST CLASS.

Akenhead, Francis, B. A. (Oxon.)  
Arnold, Alfred Lewis  
Davies, George Herbert Oakley  
Day, George Robert, B. A. (Oxon.)  
Guthrie, Herbert William  
Guy, Richard Bertram  
Hall, Henry Sydney Hoffman  
Harris, Cuthbert Penlington  
Holt, Charles Louis John, B. A. (Victoria)  
Howdle, Wilfrid Bernard  
Jones, William Edward Glyn  
Mockridge, John Humphreys  
Moses, Samuel  
Robson, Frederick William  
Slarke, Walter John Edwin  
Sokett, Albert Edwin  
Thomas, Cyril Stanley  
Wiltshire, Vere Payton

#### PASSED.

Abbott, George Wyman  
Adams, Ludwig Fritsch  
Anderson, Arthur George  
Attwood, Major Lewis  
Bailey, Harry  
Baker, Charles William Evelyn  
Banbury, Ralph Edgar, B. A. (Camb.)  
Barber, Laurence Henry  
Barfield, John Claude Horsey  
Barker, Charles William Tone  
Barrett, Reginald Henry  
Bell, Edgar McKenzie  
Bingham, George Coward  
Bishop, Joseph Richard  
Blease, Thomas Young Stanley, B. A. (Camb.)  
Blyth, Harold James  
Blythe, Geoffrey Norton  
Bolam, George Frankland  
Boustred, Frederic Alfred Ponsford  
Bowles, Humphry Charles Bradshaw  
Bradley, William Charles  
Bridgen, John William  
Brown, John Edward  
Brown, William Cuthbert  
Buckle, George  
Burne, Guy Edward Knightly  
Church, Henry  
Clarke, Alan Stratford, B. A. (Camb.)  
Criddle, Sydney Woolen  
Croom-Johnson, Norman  
Crowte, Frederick  
Crust, Harold  
Dale, Robert Jacob Norris  
Daphne, Maurice  
Darby, George Harry  
Davies, William Frederick  
Davis, John Harvard  
Dent, Edward Joseph  
Dighton, Francis Harris Lavicount  
Dunn, Edmund Campbell  
Earley, Francis Henry  
Evans, Goronwy Hugh  
Evans, Noel  
Fletcher, Marx Johnson  
Gamble, Charles Lancelot  
Gardner, George Herbert, B. A. (Camb.)  
Gartside, Arthur Redfern  
Glover, Francis  
Gollancz, Ernest Marcus  
Gosling, Vincent Samuel  
Griffiths, Thomas  
Gutteridge, Albert Norman  
Handon, John  
Harding, Cecil Sutton Montis  
Hawken, Herbert John Hamby  
Haywood, Guy Robson  
Herd, Horace Falkland  
Hill, Roger Wilbraham  
Hines, Austin  
Hodding, Cuthbert Francis  
Hogg, John Stoker  
Holdnall, Charles Ernest  
Hopkins, Edward Frank Lumley, B. A. (Oxon.)  
Hornsby, Harold Gibson  
Hurst, Robert John MacGeagh  
Jenkins, Albert David  
Jones, David Griffith  
Jones, Ernest Charles  
Joseph, William Franklin George, B. A. (Camb.)  
Kite, Herbert Trenchard  
Knight, William Bernard  
Krauss, Colin Stanley  
Lacey, Samuel Bird  
Lampert, Arthur James, B. A. (Oxon.)  
Lilley, Bertram Edward  
Limb, Alonzo  
Lister, Herbert Dixon  
Loring, Harry Thomas  
Lowndes, William Henry  
Loxdale, Geoffrey Francis  
McKenzie, Harold Edgar  
McLauchlan, Alan Stewart  
Macmin, John  
May, John  
Medcalf, Edward Frederic, B. A. (Oxon.)  
Milne, Thomas Baxter  
Munby, Joe Douglas  
Neville, Maurice Michael John  
Norris, Reginald Yersley  
Nottidge, Thomas  
Noyes, Tablot Ronald Arthur Herbert  
Partridge, Thomas Herbert  
Peacock, Cecil William  
Pearson, Francis Gedge  
Peck, Kenneth  
Pell, Albert Edward  
Peter, Gerald  
Phillips, David Moses  
Phillips, Oscar Frederick  
Place, William Byron  
Pope, Godfrey  
Pope, Hugh Crichton  
Preston, Noel Louth Richard  
Price, Idris Thomas  
Purnell, Arthur Leopold  
Pym, Edward Baldwin  
Rainer, Percy Allanson  
Rawlinson, David  
Ray, Richard Cyril, B. A. (Camb.)  
Read, John Wilson  
Rees, Rees Morgan  
Richardson, Hugh Baird  
Roberts, David Edward Humphreys  
Roberts, Ernest Woolley  
Roberts, Francis Harry  
Rowland, Grafton Maurice

Sargent, Evelyn FitzGerald  
Saul, Alfred Tindal  
Scholefield, Frank  
Scholefield, Maurice Theodore  
Scoble, Thomas Leslie  
Scott, William Philip  
Shufflebottom, Henry  
Simpson, John Cornelius  
Skan, Alfred Herbert  
Spinney, Ronald Henry  
Square, Alwyn Holberton  
Starkie, John Charles  
Start, John Edwin  
Stayte, Thomas  
Stedman, Thomas Gurney  
Stock, George Henry  
Stokes, Arthur Meredith  
Strange, George Frederick  
Sykes, Gerald Edwards  
Sykes, Walter Henry  
Taylor, Leonard Mainwaring, B.A.  
(Camb.)  
Taylor, Lyon Watson  
Taylor, William Edward, B.A.  
(Camb.)  
Tharp, Charles Douglas  
Thompson, Charles Gordon

Thompson, Keith Sydney  
Thompson, Victor Herbert  
Thompson, William Henry  
Thomson, William Robinson  
Ketchen  
Tucker, Alfred  
Turkington, Charles Henry  
Vaughan, John Frederick  
Walker, Arthur William  
Walker, Edward Louis Haviland  
Warrington, Louis Crispin  
Westbrook, Arthur Dudley  
Wheeler, Leonard, B.A. (Camb.)  
Williams, Archard Trevor  
Williams, Rainald Francis, B.A.  
(Camb.)  
Williams, William Emerson  
Wintle, Claude  
Withers, Cuthbert Nowell  
Wix, Guy Farquhar  
Wood, Ralph  
Woodsend, Thomas Alfred  
Wright, Geoffrey Lowndes  
Wright, John Tilsley  
Yates, Arthur Gerald Vavasour  
Yates, Richard

### Law Students' Societies.

**LAW STUDENTS' DEBATING SOCIETY.**—Nov. 28.—The subject for discussion was: "That the case of *Nash v. Calthorpe* (1905, 2 Ch. 237) was wrongly decided." Mr. W. E. Singleton opened in the affirmative, Mr. Hugh Rendell seconded in the affirmative; Mr. G. W. Powers opened in the negative, Mr. P. Oates seconded in the negative. The following members also spoke: Messrs. Pleadwell, Margetts, Dowding, and R. P. Croom Johnson. The motion was lost by two votes.

**BIRMINGHAM LAW STUDENTS' SOCIETY.**—Nov. 28.—Mr. C. Ashford Elton in the chair.—After a resolution of sympathy with the family of the late Judge Whitehorse, K.C., had been passed the following moot point was debated: "That the case of *Hermann v. Charlesworth* was wrongly decided." The speakers for the affirmative were Messrs. J. D. H. Osborn, W. Kentiah, A. Harper, F. H. Viney, B.A., J. H. Round, and T. B. Fitch; and for the negative Messrs. J. Harvey, J. H. Gold, LL.B., W. W. Green, L. Gittings, W. H. C. Sharp, B.A., and J. J. Pritchard. After the leaders on both sides had replied, the chairman summed up, and the voting resulted as follows: For the affirmative nine, for the negative fourteen. A vote of thanks to the chairman brought the meeting to a close.

### The Daily Cause Lists.

On Wednesday the Lord Chief Justice stated from the bench that on Tuesday he had received a very important deputation from the Law Society, consisting of the President and other members of the Council, who requested that if possible arrangements should be made that the list of causes to be taken on the next day should be published before the mid-day adjournment. He (the Lord Chief Justice) and all the other judges of the King's Bench Division would be only too glad, if they could, to meet the views of these gentlemen, who represented the interests of their clients. At present a provisional list was published at 3 p.m. each day and a final list at the rising of the courts. The possibility of publishing the list before the mid-day adjournment had been considered in May, 1894, and an attempt had been made to establish the practice, but it had been found that to do so was so absolutely impossible and so inconsistent with the convenience of parties that by order of his predecessor, Lord Russell of Killowen, it was abandoned and the present one of publishing a provisional list at 3 p.m. was substituted. He had carefully considered the matter, and had consulted the officials of the King's Bench Division with regard to their experience since that time, and he found that it was absolutely impossible to publish any useful information with regard to the next day's cases before the adjournment. Settlements were arrived at, and alterations were made on the application of counsel, not infrequently after the midday adjournment, and matters arose that made it necessary to alter the next day's list. The run of business in one court or another might affect the position of causes with regard to the next day at a later period than 1.30 p.m. He thought he might say he had satisfied the eminent representatives of the solicitors' profession, for the reasons he had stated, that the publication of next day's list before the midday adjournment was impossible. He was most desirous that the convenience of those who came from the country should be consulted, and he had therefore instructed Mr. Reed, the chief clerk in the associates' department, that no case should be put in the final list which had not appeared in the provisional list, so that at 3 p.m. the parties would know whether their cases would be in the list for the following day or not. This declaration in no way affected the transfer of cases from one court to another, and parties should know that, in the event of the breakdown of a case or cases in one court of the division, there might have to be a transfer. He made this statement not as a justification of the decision arrived at, but to shew that the judges had not adhered to the present practice without the fullest consideration.

### Obituary.

#### Sir R. N. Howard.

Sir Richard Nicholas Howard, solicitor, died on Saturday in last week at the age of seventy-three years. He was admitted in 1855 and at once began to practise at Weymouth, where he established a considerable practice. He became a member of the town council in 1857, was made an alderman in 1866, and was mayor of the town no less than eight times. He was subsequently appointed town clerk, but recently resigned that position. He was an active politician on the Liberal side, and was knighted for his services in 1885. He was coroner for Portland and South Dorset.

#### Judge Whitehorse.

We regret to announce the death on Tuesday of his Honour Judge Whitehorse, K.C., at the age of seventy years. He sat in court on the Thursday before his death, but was attacked on Friday by influenza and grew rapidly worse. The judge was the son of Mr. James Whitehorse, and was educated at the London University. He was called to the bar in 1853, and obtained a large practice in the Chancery Division. In 1881 he was made a Q.C., and in 1896 was appointed county court judge of the important Birmingham district. As a judge, says the *Birmingham Daily Post*, he soon won the admiration and regard of all who came before him by the painstaking and sympathetic way in which he presided over the court. His invariable courtesy to practitioners and litigants became proverbial, and his lenient treatment of poor debtors was also a matter of frequent comment.

### Legal News.

#### Appointments.

Mr. HUGH LLOYD PARRY, solicitor, assistant solicitor to the County Council of the West Riding of Yorkshire, has been elected Town Clerk of Exeter.

The MASTER OF THE ROLLS has been elected Treasurer of the Honourable Society of the Middle Temple for the ensuing year, in succession to Mr. Warrington, K.C.

Judge LUMLEY SMITH, K.C., has been elected Treasurer of the Honourable Society of the Inner Temple for the ensuing year, in succession to Judge Bompas, K.C.

Mr. W. T. BARNARD, K.C., has been elected Treasurer of the Honourable Society of Gray's Inn for the ensuing year, in succession to Sir Arthur Collins, K.C.

#### Changes in Partnerships.

##### Dissolutions.

ARTHUR THOMAS ASHWELL and GEORGE TUTIN, solicitors (Ashwell & Tutin), Nottingham, 26, Victoria-street, Westminster, London, and Manchester. Nov. 18. [*Gazette*, Nov. 24.]

#### General.

The Master of the Rolls will preside at the annual dinner of the Birmingham Law Students' Society, which will take place at the Grand Hotel, Birmingham, on Thursday, the 14th of December.

At Boston the other day, says the *Central Law Journal*, a young lawyer who spends most of his time trying to seem busy and prosperous, went out for a while, leaving on his door a card neatly marked "Will be back in an hour." On his return he found that some envious contemporary had inscribed underneath "What for?"

Writing to the *Westminster Gazette* with regard to a statement that Lord Justice FitzGibbon is the only judge on the English and Irish benches who was appointed by Mr. Disraeli's Government, Mr. M. Muir Mackenzie says: "That is true so far as regards the High Court of Justice and Court of Appeal in each country. But in the two supreme judicial tribunals of the Empire—namely, the House of Lords and the Privy Council—in the exercise of their functions as supreme Courts of Appeal, there are four members who were made judges of the High Court in England during Mr. Disraeli's second Administration. They are Lord Lindley, who is a Lord of Appeal, and who was made a judge of the Court of Common Pleas (before the Supreme Court was established) in 1875; Lord Field, who was made a judge of the High Court in 1875; Lord Brampton, who was made a judge of the High Court in 1876; and Sir Edward Fry, who was made a judge of the High Court in 1877. It is interesting to note that Lord Lindley and Sir Edward Fry were appointed judges in the Administration of Mr. Disraeli, and were appointed Lords Justices of Appeal in the Administration of Mr. Gladstone. Similarly Lord Justice Stirling and Lord Justice Mathew were appointed judges in the Administrations of Mr. Gladstone and were appointed Lords Justices in the Administration of Lord Salisbury."



At a meeting of the Faculty of Advocates held in Edinburgh on Tuesday, says the *Times*, a letter was read from Mr. J. T. Clark resigning the office of librarian and keeper of the Advocates' Library, an office which he has held for over thirty years. His resignation was accepted, and a resolution was adopted thanking him for his services. A committee was appointed to take steps with a view of selecting a successor. The Advocates' Library, which was founded in 1682, is the largest in Scotland, and is one of the five libraries enjoying the privilege of receiving publications under the Copyright Act.

A very successful students' entertainment was held at the Law Society on the evening of Wednesday last. About 120 students were present, and the programme included some musical items of a high order, notably the Schuman Quintet in E flat (rendered by Messrs. Carlton Smith, Everidge, Wyand, A. L. Carrodus, and the Hon. T. A. Spring Rice), several highly popular musical sketches by Mr. Frederic Norton, and a series of vocal quartets by Messrs. Clifford Balmforth, Morton, Eckersley, and Woodford. At the close of the evening a cordial vote of thanks was moved on behalf of the students by Mr. Leslie Farnfield, seconded by Mr. Cyril Beachcroft, to the Law Society for its generosity in providing the entertainment, to the performers, and especially to the Hon. T. A. Spring Rice for his kindness in organising the quintet. The president of the Law Society (Mr. C. Mylne Barker), who had promised to take the chair, was prevented at the last moment from being present.

The warning against compromise in the jury box, to which we referred last week, is, says a writer in the *Globe*, all the more interesting as coming from Mr. Justice Jelf. In his forensic days he made the frequency with which juries disagree the basis of a vigorous attack upon trial by jury in civil cases. "What," he asked, "is the first and essential quality of a machine? That it should work. Of a Government? Well, most of us would say that it should govern. Of a knife? That it should cut. And surely the essence of a tribunal appointed to decide is decisiveness? What would you say of a judge who, after hearing a cause tried at enormous expense to the parties, should say: I cannot decide this case. The reasons *pro and con* are too evenly balanced in my mind. I discharge myself from giving judgment? Surely such a judge would be unfit for his position." It is more than probable that Mr. Justice Jelf, since occupying a seat on the bench, has frequently felt glad that the task of deciding has belonged to a jury and not to himself.

A slashing attack upon the Supreme Court judges of New York County was, says the New York correspondent of the *Daily Telegraph*, made on Wednesday by Mr. Jerome, whose election to the office of Public Prosecutor was a striking feature at the recent municipal contest. Addressing the guests at a dinner given in celebration of the victory over corrupt political municipal administration at the recent elections in New York County, Mr. Jerome, amid loud cheers, denounced the New York County judges as owned by the business corporations, and as a dishonour to the city. In effect, he declared that they were the slaves of Boss Murphy, leader of the Tammany Hall organization, to whom they owed their appointments. Mr. Jerome also denounced the Bar Association, because so far its members had not mustered sufficient courage to make an effective plea for the purity of the bench, and this because, for the most part, they were muzzled tools of the trading interests they represented, which sought to control the judges to their own base advantage.

A Royal Commission has been appointed to inquire: (1) Into the working of the laws relating to the relief of poor persons in the United Kingdom; (2) Into the various means which have been adopted outside of the poor laws for meeting distress arising from want of employment, particularly during periods of severe industrial depression; and to consider and report whether any, and if so what, modification of the poor laws or changes in their administration, or fresh legislation for dealing with distress are advisable. The commissioners will be: The Right Hon. Lord George Hamilton, M.P. (chairman), the Right Hon. The O'Connor Don, the Right Hon. Sir H. A. Robinson, K.C.B. (Vice-President of the Local Government Board for Ireland), the Right Hon. Charles Booth, F.R.S., Sir Samuel Provis, K.C.B. (Permanent Secretary to the Local Government Board for England), Mr. F. H. Bentham, Dr. A. Downes, the Rev. T. Gage Gardiner, Mr. George Lansbury, Mr. C. S. Loch, Mr. J. Patten Macdougall (Vice-President of the Local Government Board for Scotland), Mr. T. Hancock Nunn, the Rev. L. R. Phelps, Professor William Smart, the Rev. H. Russell Wakefield, Mrs. Bernard Bosanquet, Mrs. Sidney Webb, and Miss Octavia Hill.

Under the heading of "A Day with Judge Mack in the Juvenile Court at Chicago," the *Central Law Journal* describes the mode of procedure adopted in the "juvenile courts" which have been recently established in the United States as well as in this country. He says: "The success of the juvenile court depends entirely upon the make-up of the judge. He must love children, understand them, and be possessed with infinite patience and tact. Judge Mack is possessed of these qualities. A boy is brought before him, is kindly greeted by the judge. He has been in bad company and out of school and is charged with stealing. This is his first appearance before the judge. The judge seems already to have gained the boy's confidence and he talks kindly with him and draws the boy out as he admonishes him against the wrongs he has been charged with. The boy's head hangs. The judge says to him: 'Hold your head up, my boy, and look the world in the face. I am going to give you a chance now to make a man of yourself. I want you to promise me that you will go so school and keep out of the company of bad boys and stop stealing.' The boy gives his promise and the judge continues kindly but firmly with: 'If you are brought here again I will have to punish you. Do you understand this?'" Thus the boy is given a chance.

## Court Papers.

### Supreme Court of Judicature.

#### ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	EMERGENCY ROTA.	APPEAL COURT No. 2.	Mr. Justice KEENEWICH.	Mr. Justice FARWELL.
Monday, Dec. ....	4 Mr. Godfrey	Mr. Carrington	Mr. Jackson	Mr. Church
Tuesday .....	5 R. Leach	Beal	Pemberton	Greswell
Wednesday .....	6 Carrington	Beal	Jackson	Church
Thursday .....	7 Carrington	Beal	Pemberton	Greswell
Friday .....	8 Pemberton	Carrington	Jackson	Church
Saturday .....	9 Jackson	Beal	Pemberton	Greswell

  

Date.	Mr. Justice BUCKLEY.	Mr. Justice JOYCE.	Mr. Justice SWINFEN EADY.	Mr. Justice WARRINGTON.
Monday, Dec. ....	4 Mr. R. Leach	Mr. Theed	Mr. King	Mr. Farmer
Tuesday .....	5 Godfrey	W. Leach	Farmer	King
Wednesday .....	6 R. Leach	Theed	King	Greswell
Thursday .....	7 Godfrey	W. Leach	Farmer	Church
Friday .....	8 R. Leach	Theed	King	W. Leach
Saturday .....	9 Godfrey	W. Leach	Farmer	Theed

**FIXED INCOMES.**—Houses and Residential Flats can now be furnished on a new System of Deferred Payments especially adapted for those with fixed incomes who do not wish to disturb investments. Selection from the largest stock in the World. Everything legibly marked in plain figures. Maple & Co. (Limited), Tottenham Court-road, London, W.—[ADVT.]

## The Property Mart.

### Sales of the Ensuing Week.

Dec. 6.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2:—Holborn (No. 17, Charterhouse-street): Leasehold Premises. Solicitors, Messrs. Ford, Lloyd, Bartlett, & Michelson, London. Holborn: Block of Freehold and Leasehold Property. Messrs. R.J.B. Wheatley, Son, & Daniel, London. Ealing: Block of Eight Leasehold Shops and Premises. Solicitors, Messrs. Foster, Spicer, & Foster, and Messrs. Indermaur, Clark, & Parker, London. Acton: Five Freehold Cottages, producing £104 per annum. Solicitors, Messrs. Edward C. Kiley & Son, London. Battersea: Eleven Leasehold Cottages and Two Shops. Solicitors, Walter R. Styer, Esq., and T. W. Hall, Esq., London.

Dec. 7.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2:—

#### REVERSIONS:

To a Moiety of a Trust Estate, value £148,045, represented by investments in Home, Colonial, and American Railway Companies, Home, Foreign, and Government Stocks, and other securities; lady aged 59. Solicitors, J. R. Yates, Esq., and E. P. Champion, Esq., London.

To a Moiety of Leasehold Ground-rents of £40 per annum; lady aged 58. Solicitor, G. H. Steinberg, Esq., London.

To £970; lady aged 73. Solicitors, Messrs. Bolton & Co., London.

One-seventh of a Trust Fund, value £12,000; lady aged 56. Solicitor, E. M. Lazarus, Esq., London.

To £10,528 London, Chatham, and Dover Railway 4½ per cent.; gentleman aged 47 and a lady aged 55. Solicitor, F. S. Ingle, Esq., Bath.

To a sum of £1,100; gentleman aged 61 and a lady aged 64. Solicitors, Messrs. Oldfield, Barton, & Oldfield, London.

To share of Trust Funds, value £10,500; lady aged 57. Solicitors, Messrs. Maddison, Stirling, & Humm, London.

To £13,240 Consols (less £5,000); also surplus income in possession; lady aged 57. Solicitors, Messrs. Hobbs & Bratton, Portsmouth.

To one-fourth of £1,832; gentleman aged 62. Solicitor, Evan Lake, Gravesend.

To one-fifth of a Trust Fund, value £6,850; gentleman aged 73, provided Reversioner survives him. Solicitors, Messrs. Boxall & Boxall, London.

LIFE INTEREST in about £475 per annum, with Policies; gentleman aged 24; also REVERSION to One-third of a Trust Fund, value £11,000; lady aged 49. Solicitors, Messrs. Colyer & Colyer, London.

BRITISH, FRENCH, and GERMAN PATENTS of an Invention for Automatic Railway Signalling. E. Harper Stringer, Esq., 110, Cannon-street, E.C.

ANNUITY of £300, a first charge on a larger sum; lady aged 38. Solicitors, Messrs. Gibbs, White, & Strong, London.

POLICIES for £10,000, £5,000, £2,000, £1,500, £1,447. Solicitors, Messrs. E. F. & H. London, Messrs. Druce & Attlee, and Messrs. C. & S. Harrison & Co., all of London.

SHARES.—Mutual Loan Fund Association (Limited).—1,233 Shares of £2 each (£1 paid). Abyssinian Gold Jewellery Company (Limited).—140 Preference and 113 Ordinary Shares of £1 each, fully paid. Hotel St. Petersburg, Paris (Limited).—1,000 7 per Cent. Cumulative Preference Shares of £1 each, fully paid. Solicitors, Thos. Durant, Esq., London; and Messrs. Goble & Warner, Fareham, Hants.

(See advertisements, this week, back page.)

## Winding-up Notices.

London Gazette.—FRIDAY, NOV. 24.

### JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ALLEN BROTHERS, LIMITED.—Petn for winding up, presented Nov 21, directed to be heard Dec 5. Peacock & Goddard, South sq, Gray's inn, for Mullings & Co, Cirencester, solrs for petn. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec 4.

BALDWIN'S MINERAL WATER CO (BLACKPOOL), LIMITED.—Petn for winding up, presented Nov 21, directed to be heard at the Sessions Hall, Preston, Dec 5. Butcher, Blackpool, solr for Co. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec 4.

BARDON STEAM SHIPING CO, LIMITED.—Creditors are required, on or before Dec 23, to send their names and addresses, and the particulars of their debts and claims, to William Barclay Esq, 3 Lothbury.

GRAVESEND SANITARY LAUNDRY CO, LIMITED.—Creditors are required, on or before Dec 30, to send their names and addresses, and the particulars of their debts or claims, to Arthur Watt Esq, 188, Patock st, Gravesend.

IPSWICH TANNERY, LIMITED.—Creditors are required, on or before Jan 8, to send their names and addresses, and the particulars of their debts or claims, to Lee Esq, 7, Portman st. Cooper & Baker, Portman st, solrs for liquidator.

LIVERPOOL AND DISTRICT PUBLIC HOUSE TRUST CO., LIMITED—Creditors are required, on or before Dec 18, to send their names and addresses, and the particulars of their debts or claims, to James Kirke Crooke, Charles Sydney Jones, and Frederic Siddall Marsh, 76, Drury bldgs, 21, Water st, Liverpool. Ayrton & Co, Liverpool, solers for liquidators.

LONDON PRIZES CLUB CO., LIMITED (IN LIQUIDATION) Creditors are required, on or before Jan 7, to send their names and addresses, and the particulars of their debts or claims, to Alfred Edmonds, 7, Wine Office st, Fleet st.

NEW CENTURY TRUST, LIMITED—Petn for winding up, presented Nov 22, directed to be heard Dec 5. Voules & Welch, Bishopsgate st Within, solers for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec 4.

POYNER TAPE LOOM SYNDICATE, LIMITED—Creditors are required, on or before Jan 6, to send their names and addresses, and the particulars of their debts or claims, to Arthur Bayfield, 93, Colmore row, Birmingham. Turner & Co, Nottingham, solers for liquidator.

SLATTERS, LIMITED—Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims, to A E Morton, Armitage chimbr, Victoria st, Nottingham.

STURROCK FALLS PULP CO., LIMITED (IN LIQUIDATION)—Creditors are required, on or before Jan 1, to send their names and addresses, and the particulars of their debts or claims, to Andrew Wilson Tait, Basilston House, Moorgate st. Russell & Co, Norfolk st, solers for liquidator.

VAUXHALL STRAM SHIPS, LIMITED—Creditors are required, on or before Dec 20, to send their names and addresses, and the particulars of their debts and claims, to William Barclay Peat, 3, Lotherbury.

## UNLIMITED IN CHANCERY.

CREDITON GAS AND COKE CO.—Creditors are required, on or before Jan 6, to send particulars of their claims to C E Doddridge, Crediton, Devon.

London Gazette.—TUESDAY, NOV. 28.

## JOINT STOCK COMPANIES.

## LIMITED IN CHANCERY.

ALBION MILL CO (THURCH), LIMITED—Creditors are required, on or before Jan 15, to send their names and addresses, and the particulars of their debts or claims, to Joseph Henry Whitaker, Avenue parade, Accrington.

BEACONSFIELD CHAIR MANUFACTURING CO., LIMITED—Petn for winding up, presented Nov 16, directed to be heard at the County Hall, Aylesbury, on Dec 8, at 11 o'clock. Charles v, Beaconsfield, solers. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec 5.

BONNIE DUNDRE GOLD MINES, LIMITED—Creditors are required, on or before Jan 15, to send particulars of their debts, claims, and demands, if residing within the United Kingdom, to James Soutar Lyall, 150, Leadenhall st, and if out of the United Kingdom, to John Riley, Charters Towers, Queensland, on or before Jan 31.

BRAZIL EXPLORATION SYNDICATE (LIMITED)—Creditors are required, on or before Jan 6, to send their names and addresses, and the particulars of their debts or claims, to Charles Phillips Hewitt, 8, Austin Friars. Warner & Co, solers for liquidator.

BRITISH MILLER SIGNAL SYNDICATE (LIMITED)—Creditors are required, on or before Dec 30, to send their names and addresses, and the particulars of their debts or claims, to Ernest Harper Stringer, 110, Cannon st.

BUTWELL FISHING CO., LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Dec 28, to send their names and addresses, and the particulars of their debts or claims, to Arthur Dimes, 10, South parade, Nottingham.

CASTLE GENERAL INSURANCE CO., LIMITED—Petn for winding up, presented Nov 25, directed to be heard Dec 12. Stoneham & Sons, Fenchurch st. solers for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec 11.

GEORGE HIGGINSON & CO., LIMITED—Petn for winding up, presented Nov 25, directed to be heard Dec 12. Algar, Abchurch ln, solers for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of December 11.

JONES & KERSHAW, LIMITED—Creditors are required, on or before Jan 9, to send their names and addresses, and the particulars of their debts and claims, to Henry Edward Kershaw, 129-131, Curtain rd.

## Creditors' Notices.

## Under Estates in Chancery.

## LAST DAY OF CLAIM.

London Gazette.—TUESDAY, NOV. 7.

CLEAVER, FREDERICK JOHN, Orrett ter, Hyde Park, Soap and Perfumery Manufacturer Dec 7 Kempton v Cleaver, Kekewich, J Bird & Eldridge, Gt James st, Bedford row

HOLE, WILLIAM FORSTER, Wimbledon, Colonial Merchant Jan 9 Hole v Clarke, Swinfen Eady, J Browne, Upper Tooting

London Gazette.—FRIDAY, NOV. 17.

FURNIVAL, JOHN BURTON, Tean, Stafford Dec 17 Furnival v Furnival, Swinfen Eady, J Bellamy, Audlem, Nantwich

TOZER, EDGAR, Chesham in, Solicitor Dec 30 Avert v Ward and Champion, Joyce, J Lovett, King William st

PAWLEY, CHARLES, Upper Norwood Dec 12 Pawley v Devereux, Warrington, J Knight, Gracechurch st

London Gazette.—TUESDAY, NOV. 21.

GILMORE, JAMES, Aintree, Liverpool, Farmer Dec 21 Clarke v Gilmore, Registrar, Manchester Spout, Liverpool

MILLER, ALFRED WELSH, Esher, Surrey, Stock Broker Dec 30 Rayliss v Miller, Farwell, J Wilkinson, Nicholas ln

MOOR, ELIZABETH, Hastings, Toy and Fancy Dealer Dec 19 Foster v Moor, Kekewich, J Thorpe, Hastings

WILSON, GEORGE LINDAY ANTHONY, Folkestone Jan 31 Attorney General v Treasury Solicitor, Farwell and Eady, J3 Solicitor to the Treasury (Law Courts Branch), 276, Royal Courts of Justice, Strand

London Gazette.—FRIDAY, NOV. 24.

WHITE, WILLIAM, West Hartlepool, Ironfounder Jan 5 Gray v White, Swinfen Eady, J Tilly, West Hartlepool

## Under 22 &amp; 23 Vict. cap. 35.

## LAST DAY OF CLAIM.

London Gazette.—FRIDAY, NOV. 17.

ARMSTRONG, WILLIAM, Bedford, Provision Merchant Dec 24 Conquest & Clark, Bedford

BATHURST, WILLIAM HENRY, KILLOCK, Trench Farm, nr Wellington, Salop, Farmer Dec 24 Morgan, Shrewsbury

BELCHAMBERS, SIDNEY, Dover Dec 28 Mowll & Mowll, Dover

BILSON, JACOB, High st, Notting Hill gate, Antique Furniture Dealer Dec 16 Mercer, Carey st, Lincoln's inn

BROTH, FRANK ELLIS, Derby, Railway Clerk Dec 1 Moore, Derby

BROWN, HENRY, Albourne, Derby, Grocer Dec 7 EG & FJ Jackson, Belper

BYFORD, WILLIAM, Lanes rd, Mores, shipping Agent Dec 16 Woolley & Bevis, Brighton

CASON, THOMAS, Herne Hill Dec 31 Honey & Honey, Fenchurch st

CHAMBERS, MARIA, Brighton Dec 22 Eggar, Brighton

COOK, ALFRED, Portsmouth, Fruitster Dec 24 Blake & Co, Portsmouth

COOMBE, WILLIAM GRIFFIN, Henley on Thames Dec 9 Mercer & Blaker, Henley on Thames

CURTIS, SAMUEL HARE, Weston super Mare Dec 16 Ford, Weston super Mare

GRANT, JOHN MACDONALD, Victoria st Dec 31 Cooper & Jo, Birchin ln

DAWSON, THOMAS, Akington, Shoemaker Dec 28 Webb, Morpeth

DODD, JOHN, Bongate, Westmorland Dec 23 Beaymire & shepherd, Appleby

DUMAS, HENRY JOHN PHILIP, Lombard st Dec 25 Baker & Nairne, Crosby sq

FELLOWS, REV EDWARD THOMAS, Tunbridge Wells Jan 8 Simpson & Co, Southwark & London Bridge

FISHER, SARAH, Thornton, Bradford Dec 16 Rhoads, Bradford

FULLER, GEORGE, Kendal Rise, Stoneham Dec 30 Richards & Co, York pl, Portman sq

GALLIVER, HENRY, Kingston Hill Dec 15 Booth & cunes, Norfolk st

HARD, CAROLINE ANN, Godalming Dec 16 Jenkinson & Co, Frederick's pl, Old Jewry

HEAP, JOHN, Soyland, Halifax Farmer Dec 9 Hoyle, Sowerby Bridge

HOWELL, THOMAS SYMONDS, Wandsworth Dec 28 Kimbers & Boatman, Lombard st

HURBARD, ELIZABETH, Walsoken, Norfolk Nov 23 Oilard, Wisbech

JAFFERSON, JAMES HENRY, Oatlands, nr Harrogate, Engineer Dec 7 Rendar, Harrogate

JONES, EDWARD, Bradford Dec 14 Westwood & Howe, Bradford

JONES, JAMES, Bradford, Commission Agent Dec 14 Westwood & Howe, Bradford

KING, MICHAEL, Broadwater, Worthing Dec 18 Melville & Co, Worthing

KIRCHHEIM, ISAAC, Chislehurst, Paris Dec 26 Adler & Perowne, Copthall av

KNOTHLEY, THOMAS EDWARD, Tulse hill, Architect Dec 31 Rither & Co, New sq, Lincoln's inn

LEACH, TOM SWEENEY, Newark upon Trent, Corn Factor Dec 16 Larken & Co, Newark

LIGHTBOURNE, JOHN HENRY, Liverpool, Railway Clerk Dec 21 Hoaking, Liverpool

LINK, HENRY, Potters Corner, nr Ashford, Kent, Licensed Victualler Nov 30 Hallett & Co, Ashford

LITTLEJOHN, THOMAS HERBERT, Buckland cres, Hampstead, Medical Officer of Health Dec 15 Bedwell, Scarborough

MACGREGOR, JOHN, Woodville rd, Ealing Dec 18 Thornton, Gt James st, Bedford row

MADIN, GEORGE, Smithy Bridge, Littleborough, Lanes Dec 2 Moleworth & Son, Rochdale

MERRITT, GEORGE EVAN, Wolverhampton, Baker Dec 11 Byron, Wolverhampton

METHUEN, CHARLES LUCAS, Clifton, Glos Dec 15 Bridges & Co, Red Lion sq

NAINGTON, JAMES, Smithmoor, Moreton Say, Salop, Farmer Dec 17 Warren & Upton, Marks Drayton

NICHOLS, ROBERT, Gt Yarmouth Nov 25 Burton & Son, Gt Yarmouth

PARKER, WILLIAM, Baddington, Notts, Hosiery Manufacturer Dec 23 Eking & Wyle, Nottingham

PATON, JOHN GREEN, Chorlton on Medlock, Manchester Dec 6 Dunderdale, Manchester

PULLAN, HENRY, Otley, Yorks, Theatrical Proprietor Dec 11 Neill & Holland, Bradford

QUILTER, HENRY KING, Topcliffe Vicarage, nr Thirsk, Yorks Jan 1 Scott & Cooper, Hull

ROMNEY, RIGHT HON CHARLES, Fourth Earl of, Upper Belgrave st Dec 30 Rawie & Co, Bedford row

SAUNDERS, ELLEN MADELINE, Overbury, Worcester Dec 24 Radcliffe & Co, Craven st, Charing Cross

SHANKS, FREDERICK, Ravenha rd, Putney Dec 30 Kingsford & Co, Essex st, Strand

SHEPARD, JOHN ALEXANDER, Tredegar, Mon, Solicitor Dec 16 Shepard & Lewis, Tredegar

SINTON, EDITH ANNIE, Normanton Dec 31 Holtby & Procter, York

SPEAR, HENRY JOHN, Redland, Bristol Nov 25 Parry, Bristol

SPIERS, WILLIAM, Eastley, Sussex, Yeoman Dec 31 Sowton & Co, Chichester

STEER, MARTHA SANDERSON, West Hill, Putney Dec 22 Arthur Steer, Royston Park, Pinner

SUTCLIFFE, PETER, Bury, Ironfounder Nov 30 Duckworth & Son, Bury

SYKES, JAMES, Harrington st, Regent's Park Dec 30 Letts Bros, Bartlett's bldgs

THOMAS, MARY, Liverpool Dec 31 Hoaking, Liverpool

TREMLEL, SUSAN, Carbis Bay, Lelant, Cornwall Dec 9 Thomas, Helston, Cornwall

UTTLEY, GEORGE FREDERICK, Hebden Bridge, Yorks, Plumber Dec 22 Shaw, Hebden Bridge

VERBOUYL, MARTHA MATILDA, Cheltenham Dec 17 Winterbottom & Co, Cheltenham

WALTON, EMILY, Chessnut, Herts Dec 31 Maples & Co, Frederick's pl, Old Jewry

WARREN, THOMAS JAMES, Penzance, Livery Stable Keeper Dec 28 Trythall & Bodilly, Penzance

WRIGHT, ANN, Malpas, nr Newport, Mon Jan 1 Moxon, Newport, Mon

WATTS, SIDNEY, Peterstone super Ely, Glam, Miller Jan 1 Miles, Cowbridge, R90, Glam

WHITBY, WILLIAM CHAFFEY, Raydon, Suffolk Jan 1 Grimwade & Son, Hadleigh, Suffolk

WILLARD, GEORGE BRADLEY, Lancaster gate Dec 16 Rawie & Co, Bedford row

WILSON, BENJAMIN, Brandtoughon, Lincs Dec 16 Footitt, Newark upon Trent

WOBRAIT, CHARLES, Lambbridge, Glos Nov 30 Stanley & Co, Bristol

WOBRAIT, FREDERICK, Downend, Glos Nov 30 Stanley & Co, Bristol

YBARRA, RAFAELA DE UZQUIGO R, Bilbao, Spain Jan 1 Bircham & Co, Parliament st, Westminster

London Gazette.—TUESDAY, NOV. 21.

ALLEN, ELIZABETH MARTHA, Barnstaple Dec 9 Finch & Chanter, Barnstaple

ALLER, WILLIAM, Barnstaple Dec 9 Finch & Chanter, Barnstaple

ARTILL, CHARLOTTE, Cheltenham Dec 15 Wood, Cheltenham

ARTHUR, JAMES, Hude, Cornwall, Schoolmaster Jan 2 Gwynn & Co, Bristol

BELL, JOHN, Thornton, nr Poulton le Fyde, Lanes, Chemical Worker Dec 23 Hardwicke, Fleetwood

BITTON, JACOB, Notting Hill gate, Antique Furniture Dealer Dec 16 Mercer, Carey st, Lincoln's inn

BRADDOCK, CHARLES HENRY, Stockport Dec 5 Vaughan, Stockport

BRANLEY, FREDERICK, Hackney rd, Bethnal Green, Carman Dec 30 Rawlinson & Son, New Broad st

BURBT, GEORGE, Birmingham Dec 23 Pointon, Birmingham

CAPFELL, CHARLES WILLIAM, Sheffield, Licensed Victualler Dec 31 Howe, Sheffield

CHAMPAIN, HARRIET SOPHIA BATEMAN, Cheltenham Dec 30 Stroud, Cheltenham

CLAY, CHARLES JOHN, Cambridge Dec 30 Raden & Spearing, Cambridge

COCK, ANN, Pitcombe, Somerset Dec 20 Norris & Co, Bedford row

COILLARD, REV FRANCOIS, Batotseland, Rhodessia, S Africa, Missionary Dec 31 Stephenson & Co, Lombard st

CRANER, FREDERICK, Stratford rd, Kennington, Cab Proprietor Dec 18 Child & Child, Strand st

CRONIN, ANDREW MITCHELL, Preston, Tobacconist Dec 30 Cookson, Preston

DAVIS, HENRY WILLIAM, Pease Hill, Linsfield Jan 17 Sawbridge & Son, Alderminster

FISH, CAROLINE, Southampton Dec 19 Tylee & Co, Romsey

FLETCHER, WILLIAM, Peak Forest, Derby, Farmer Dec 30 Bennett & Co, Buxton

FORRESTER, IRENE, Central Beach, Lytham, Lanes Dec 30 Clarke & Co, Preston

JAMES, HENRY WILLIAM, Northfield, Worcester Jan 3 Snow & Atkins, Birmingham

JOHNSON, THOMAS, Low Fell, Gateshead Dec 23 Dickinson & Co, Newcastle upon Tyne

HARKER, ISABEL, Parkhurst rd, Holloway Dec 23 Winter & Co, Bedford row

HARRISON, ELIZABETH, Hanover ter, Regent's Park Dec 31 Mason & Co, Gresham st

HARLAN, ELIZA, St Leonard's on Sea Dec 16 Woodcock & Co, Bloomsbury sq

HAWORTH, JOHN WILLIAM, Burnley, Engineer Dec 1 Parker, Burnley

HEWETT, JOHN MADDY MOORE, Eastbourne Dec 28 Field & Co, Lincoln's inn fields

HOWELL, JOSEPH ARTHUR, Matlock Bank, Matlock, Derby Dec 18 Woodcock & Co, Bloomsbury sq

LABRAM, JOHN, Southampton, Joiner Dec 15 Coxwell & Pope, Southampton

LABRAM, MARY, Southampton Dec 15 Coxwell & Pope, Southampton

LAW, ELIZABETH, Rivington, nr Bolton Jan 15 Ritson, Bolton

LEED, ANN, Norden, nr Rochdale Dec 30 Hartley & Son, Rochdale

MCCALMAN, JAMES, Mumbles, Glam Dec 21 James, Swansea

MCCONAGHY, Surgeon General WILLIAM, Granville pl, Portman sq Dec 31 Stephenson & Co, Lombard st



MARSHALL, WILLIAM, Bradford, Builders' Merchant Dec 18 Gusset & Fowler, York  
MORCOM, ALFRED, Edgbaston, Birmingham Jan 6 Pines & Co, Birmingham  
MORGANTHOY, EDWARD, Pocklington Dec 9 Summerson, Pocklington  
MORGANTHOY, JOHN, Pocklington, Yeoman Dec 9 Summerson, Pocklington  
NICHOLSON, ANNE, Rhyll, Flint Dec 10 Gamlin, Rhyll  
OLDEAN, WILLIAM, Worsley, Lancs. Merchant Dec 20 Oldham, Urmoston, Lancs  
OLNEY, MARY ANN, Warrington Dec 18 Stevens & Drayton, Queen Victoria st  
PARAMORE, WILLIAM, Owlerton, Sheffield, Surgical Instrument Manufacturer Dec 31  
Rowe, Sheffield  
PHILICKA, EDGAR JAMES, Weeford, Staffs, Farmer Dec 20 Barnes & Son, Lichfield  
RICHARDSON, MARY, Ilkeston, Derby Nov 30 Thorpe, Ilkeston  
REEDON, THOMAS, Clevedon, Somerset Dec 31 Brittan & Co, Bristol  
RENCIALE, JAMES, Greenheys, Manchester, Provision Dealer Dec 18 Preston & Son,  
Manchester  
SETH, HELEY, Leamington, Warwick Dec 21 Wright & Co, Leamington  
SOUTAR, SAMUEL, Hove, Sussex, Grocer Dec 31 Edwards & Sons, Moorgate st  
STEELE, THOMAS JOHN, Foscoote maw, Paddington Dec 15 Crocker, Finsbury pmt  
STONE, THOMAS, Tyndall's Park, Bristol, Chemical Manufacturer Jan 1 Spofforth,  
Bristol  
STONEHOUSE, JANE, Ardwick, Manchester Dec 9 Dixon & Co, Manchester  
TAYLOR, HENRY, Walsall Jan 18 Bill, Walsall  
THOMAS, HENRIETTA EMILY, Worcester Dec 31 Campbell & Garrard, Worcester  
TURNER, SUSANNAH, Nottingham Dec 31 Green & Williams, Nottingham  
VAGARA, ANDREW, Newport, Mon Dec 8 Steel, Cheltenham  
WALKER, JOHN DAVIDSON, Leeds, Corn Factor Dec 18 Stanton & Walker, Chesterfield  
WILLIAMS, WILLIAM, 14yburn, Warwick, Coal Dealer Dec 9 Wood & Co, Birmingham  
WILLIAMS, MARY ANN, Hirwain, Glam Dec 21 Lewis & Jones, Merthyr Tydfil  
WOODWARD, WILLIAM, St John's, Worcester, Doctor Jan 1 Tree, Worcester  
WYLDE-BROWNE, KATHARINE, Glazely, Cheltenham Dec 17 Winterbotham & Co, Chel-  
tenham

London Gazette.—FRIDAY, NOV. 24.

ALLEN, ROBERT, Halstead, Essex Dec 20 Pontifex & Co, St Andrew st  
BAKER, CHARLES HENRY JAMES, Acton Dec 20 Engall & Crane, Bedford row  
BAKER, MARGARET, Brighton Dec 31 Pillmer, Brighton  
BOOKMAN, WILLIAM FRANCIS, Bristol, Accountant Dec 31 Harley & Son, Bristol  
BOTT, ERNEST ACTON, Dover Jan 4 Squier, Cambridge  
BYL, NARA ELIZA VANDER, Forchester tce Jan 1 Jansen & Co, College hill  
CHESER, CLEMENT, Hove, Sussex Dec 31 Tait & Co, Serjeants' inn  
CHINTY, THOMAS, Wallington, Surrey Dec 22 Renshaw & Co, Suffolk ln  
COHEN, BERNARD, Bradford, York, Merchant Dec 20 Gaunt & Co, Bradford  
COOK, JOHN, Sunderland, Master Mariner Dec 23 Ray, Sunderland  
COOPER, WILLIAM, Penge Dec 21 Drake & Co, Road in  
COPLAND, JOHN PEARSON, Paternoster row, Merchant Dec 30 Dommett & Son, Gresham st  
CORRETT, SARAH, Ealing Dec 4 Peacock & Goddard, Gray's inn  
CROSMLEY, ELIZABETH, Hove, Derby Dec 18 Eya-Smith & Barker, sheffield  
DANIEL, REV HENRY TOWSELEY, Ealing Jan 1 O A & K Daniel, Ramsgate  
DANIEL, MARY, Kaling Jan 1 O A & K Daniel, Ramsgate  
DRAHMAN, MARGARET, Alderley Edge, Chester Dec 24 Stott, Manchester  
FROST, JAMES, Bakewell, Derby, Joiner Dec 26 F & H Taylor, Bakewell  
GATES, GEORGE AUSTEN, Dover, Licensed Victualler Jan 5 Mowll & Mowll, Dover  
GENTLE, BENJAMIN ROBERT, Hornsey Dec 30 Robinson, The Avenue, Hornsey  
GIBSON, CATHERINE RUSE, Bournemouth Jan 24 French, Boscombe  
GODSON, JOHN, Salford, Manchester Dec 31 Marriott & Co, Manchester  
GRANAN, MARGARET, Brighton Jan 15 Holmes & Johnson, Brighton  
GUILD, ALBERT AUGUSTINE, Liverpool Dec 28 Miller & Son, Liverpool  
HARLEY, AUGUSTUS SYLVANUS, Penzance Dec 31 Trythall & Bodilly, Penzance  
HEND, JAMES, King's Heath, Worcester Dec 23 Buller & Cross, Birmingham  
HILL, HENRY, Kidderminster Dec 21 Ivens & Co, Kidderminster  
HOUGH, ELIZABETH, Graytham, Chester Dec 27 Simister, Stanleybridge  
ISHERWOOD, DANIEL GRABHAM, Ashton under Lyne Dec 30 Whitworth, Newcastle  
under Lyne  
JOHNETT, LOUISE CHARLOTTE, Boulogne sur Mer Dec 15 Quayle & Ouvry, Arundel st  
KARY, CHARLES, Portland pl Dec 15 Syer, Fenchurch st  
LINES, HENRY, Ashton under Lyne Dec 9 Richards & Hurst, Ashton under Lyne  
MALTRY, JANE MARIA, Connaught st, Hyde Park Dec 4 Peacock & Goddard, South sq,  
Gray's inn  
McDIAMID, PERCY STUART, Pall Mall, Auctioneer Dec 15 McDairmid & Son, Newman's  
ct, Cornhill  
MEAR, HARRY, Old Serjeants' inn Jan 2 Fowler & Co, Bedford row  
MAYVILLE, ELIZABETH WILSON, Cardiff Dec 31 Stephens & Co, Cardiff  
MERRACOTT, JAMES ROBERT, Warwick rd, Earl's Court Dec 31 Anning & Co, Cheapside  
MERRACOTT, MARGARET, Warwick rd, Earl's Court Dec 31 Anning & Co, Cheapside  
PARKER, RALPH, Patricroft, Lancs Dec 24 Stott, Manchester  
PARKER, SARAH, Norbiton, Surrey Jan 6 Durham & Co, Arundel st, Strand  
PIKTO, JACOB, Clevedon gds, Hyde Park Dec 31 Robb, Temple chmbrs, Temple sv  
PUNCEA, EMMA, Birmingham Dec 31 Widge & Co, Birmingham  
RAGO, JANE SARAH, Lincoln Jan 6 Goodall & Brown, Nottingham  
REES-MOGG, MARY CATHARINE, Weston super Mare Jan 17 Rees-Mogg & Davy, Cloud,  
Bristol  
ROSS, GORDON, Wavertree, Liverpool Dec 31 Batesons & Co, Liverpool

RANBROOK, ISAAC, Wolverhampton Dec 14 Wilcock & Taylor, Wolverhampton  
SLEE, ELIZA, Ilfracombe Dec 16 Rowe, Ilfracombe  
SMITH, BURGESS, Lieut Col MAURICE HENRY, IMB, Cambridge ter, Hyde Park Jan 1  
Hulberts & Co, New sq  
SMITH, FANNY, Sussex, Rye Dec 16 Dec 16 Dawes & Co, Rye  
STILES, BESSIE, Ilfracombe Dec 16 Rowe, Ilfracombe  
STRONG, WILLIAM, Liverpool, Fruit Merchant Dec 21 Hutcheon, Liverpool  
TAYNE, HARRIETTE, Helensdale, Childs Hill Dec 4 Peacock & Goddard, South sq,  
Gray's inn  
TELFORD, HARRIET PORTER, Brighton Dec 28 Raynes, Cambridge  
TUCK, MARGARET GORDON, Geneva rd, Brixton Dec 30 Stott Chancery in  
TULLY, THOMAS, Croydon Dec 22 Bird & Eldridge, St James st  
WALKER, JOHN, Fay Gate, nr Horsham Dec 23 Cotingham, Horsham  
WALKER, JOHN GLENN, Charlton rd, Blackheath Dec 20 Hove & Co, Lincoln's inn fields  
WHITE, ELLEN, Wooddown, Leven Dec 22 Rowe, Ilfracombe  
WILLIS, THOMAS TIT, Hastings, Fisherman Dec 22 Morgan, Hastings  
WOODHEAD, MARY, Lyman, Chester Dec 20 Trafford & Cook, Northwich

London Gazette.—TUESDAY, NOV. 28.

ABBOTT, CHARLES THOMAS, Southall Dec 31 Ruston & Co, Brentford  
ABBOTT, SIR EDWIN, KCIE, C-S Dec 22 Arnold & Co, Rochester  
BAKES, JOHN, Weymouth Dec 30 Buller & Cross, Birmingham  
BALLET, JOHN KAT, Middlebrough Dec 19 Bell & Co, Middlebrough  
BROOKS, WILLIAM, Ospringe rd, Tufnell Park Jan 5 Hextalls, Buckenbury  
BURTON, JOHN THOMAS, Alexandria, Egypt Jan 6 Field & Co, Lincoln's inn fields  
SNEADE Right Hon MARY, Countess of Cavan, Wheatthampstead House, Herts Dec 30  
Ingram, Clement's inn, Strand  
COOK, HANNAH, St-pplingey, Bedford Dec 8 Tanageray, Woburn, RSO  
CRAVER, MARY JANE, Harrogate, Yorks Jan 5 Waterworth & Son, Keighley  
CROFT, MARIANNE HADCLIFFE, Gloucester pl Dec 31 Nicholl & Co, Strand  
DAFFERS, MARTHA, Sackwith, Staffs Dec 31 Rollason, Birmingham  
DAYTON, THOMAS VINCENT, New Windsor, Berks Dec 24 Kite & Co, Taunton  
DODD, ELIZABETH, Southport, Company Housekeeper Dec 15 Greenwood, Southport  
DOLAN, MARGARET, Liverpool, Lodging house Keeper Dec 28 McKenna, Liverpool  
DUNNINGTON-JEFFERSON, MERVYN JANE, Langridge Rectory, nr Bath Jan 1 Burch &  
Co, Spring gds  
EVANS, CALEB GEORGE, Draycott, Somerset Dec 30 March, Axbridge  
FANCETT, EMMA, Southport Jan 10 Eag & Co, Manchester  
FOSTER, JANE, Sheffield Jan 10 Burdakin & Co, sheffield  
FOSTER, ISAAC, Liverpool, Printer Dec 15 Evans, Denbigh  
FURNALL, JOHN, Bradford, Joiner Dec 28 Walker, Bradford  
GARNER, JOHN FENDALL, Florence st, Islington Jan 1 Finch & Turner, Cannon st  
HALSTED, JOHN, Blackheath, Commission Agt Dec 30 Lawrence, Essex st, Strand  
HIDE, WILLIAM, Lots rd, Chelsea Dec 20 Neve & Co, Luton, Beds  
HUTCHINGS, JANE MAGDALENE, Adelaide rd, Hampstead Jan 8 Armstrong, Brixton  
IRVING, BENJAMIN ATKINSON, Windermere, Westmorland Jan 30 Gater & Son, Ambleside  
IRVING, MARY ANN, Windermere, Westmorland Jan 30 Gater & Son, Ambleside  
JACKSON, ANNIE, Grantham, Lincoln Jan 10 Beaumont & Goodall, Nottingham  
JACKSON, THOMAS HENRY, Chareshill, nr Wolverhampton March 20 Shelton & Co,  
Wolverhampton  
JEGGINS, JANE ANELIA, Upper Holloway Dec 30 Bull-n, Chapside  
JENNINGS, JAMES, Loughton, Essex Jan 9 Ley & Co, Carey at, Lincoln's inn  
JONES, PETER REES, Redcliffe sq, South Kensington Dec 31 Lee & Pemberton, Lincoln's  
inn fields  
MANNING, CHARLES, Cholmondeley, nr Malpas, Cheshire, Farmer Dec 30 Etches, Whit-  
church, Salep  
MILLER, JAMES CHARLES, King's rd, St Pancras, Licensed Victualler Jan 3 Barrett,  
Camden rd  
MILLER, WILLIAM, Portsea pl, Connaught sq Jan 8 Mead, Lincoln's inn fields  
MOORHOUSE, JOSEPH, Pendleton, Lancs Jan 1 Knott, Oldham  
OLDIS, THOMAS, Dunmow, Essex Dec 31 Davidson, South sq, Gray's inn  
PRINGLE, SUSAN, Croydon Jan 1 Finch & Turner, Cannon st  
QUAKE, THOMAS, Birkenhead, Draper Dec 30 Pugh, Birkenhead  
ROSE, FREDERIC MAXIMILIAN, Kensington Dec 31 Batesons & Co, Liverpool  
SCHOFIELD, SARAH, Bradford Dec 9 Gaud, Bradford  
SCOTT, ISABELLA, Fulborough, Sussex Dec 30 Bannister & Reynolds, Basinghall st  
SMITH, WALTER JOHN, Clifton st, Finsbury, Blindmaker Dec 31 Carr & Co, Road in  
SPERAIT, NATHANIEL JOSEPH, Lower Clapton rd, Stoke Newington Dec 31 Reed & Reed,  
Guildhall chmbrs  
SYMONS, WALTER ABRAHAM LEVY, Mark in Dec 31 Wakeford & Co, Bloomsbury sq  
THACKRAY, JOHN, Leeds, Cloth Salesman Dec 31 Peckover & Scriven, Leeds  
TOMLIN, WILLIAM, New Basford, Nottingham Dec 30 Bettymann & Son, Nottingham  
TOUIT, CHRISTIAN EDWARD, 8 Hackney Dec 30 Rawlinson & Son, New Broad st  
WILKINSON, HENRY, Freston, Lincoln, Inskeeper Dec 14 Waite & Co, Boston  
WILKINSON, SAMUEL, Freston, Lincoln Dec 14 Waite & Co, Boston  
WHEATMAN, MARY, Wortwell, Norfolk Dec 23 Taylor & Co, Derby  
WILLS, ARTHUR JAMES HAMILTON, Westbourne ter Dec 25 Adams & Adams, Clement's  
inn, Strand  
WISE, WILLIAM, Hove, Sussex, Licensed Victualler Dec 30 Sauter, Hove  
WOOD, ALFRED, Longport, Stafford, Earthenware Manufacturer Jan 13 Ellis, Burslem  
WOOLLATT, RICHARD, Taunton Dec 24 Kite & Co, Taunton

Bankruptcy Notices.

London Gazette.—TUESDAY, NOV. 21.

ADJUDICATIONS.

ALFREY, HENRY THOMAS RATE, Shaw, Lancs, Greengrocer  
Oldham Pet Nov 17 Ord Nov 17  
BREEZE, JOHN ALBERT, Howdon on Tyne, Northumberland,  
Wine Merchant Newcastle on Tyne Pet Nov 3 Ord  
Nov 17  
BROWNLEE, JOHN, Howorth, York, Wheelwright York  
Pet Nov 17 Ord Nov 17  
CONNELL, JOHN WILLIAM, Gainsborough, Lincs, Fruiterer  
Lincoln Pet Nov 17 Ord Nov 17  
COTTLE, ALFRED HENRY, Upper Estaville, Bristol, Baker  
Bristol Pet Nov 13 Ord Nov 17  
DAYTON, JOHN MASON, Hough Green, Lancs, Machinist  
Liverpool Pet Sept 16 Ord Nov 18  
DAVIDSON, SAUL, Kendal, Westmorland, Fire Art Dealer  
Batow in Furness Pet Nov 17 Ord Nov 17  
DAVIES, DAVID, Aberdare, Glam, Mason Aberdare Pet  
Nov 16 Ord Nov 16  
DAVIS, JAMES THOMAS, Market parade, East Finchley, Boot  
Dealer Barts Pet Oct 31 Ord Nov 16  
DOWTON, GEORGE, Freston, Dorset, General Dealer Dor-  
chester Pet Nov 16 Ord Nov 16  
EVANS, HARRIETTE EMILY, Market Drayton, Salop, Cycle  
Dealer, Cwely Pet Oct 17 Ord Nov 17  
GRIFFITHS, WILLIAM, Gold Tops, Newport, Mon, JP New-  
port, Mon Pet Oct 5 Ord Nov 17  
HARRIS, ALFRED HENRY, Reading, General Engineer  
Reading Pet Nov 16 Ord Nov 16  
HERBORN, JOHN, Birkenhead, Confectioner Birkenhead  
Pet Sept 6 Ord Nov 16

HOLLOWAY, ARTHUR, Netherton, Worcester, Assistant  
Schoolmaster Dudley Pet Nov 18 Ord Nov 18  
HUGHES, JOHN, Kirkgate, Leeds, Publican Leeds Pet  
Oct 23 Ord Nov 15  
JENNINGS, JOHN, Newmarket, Cambridge, Corn Merchant  
Cambridge Pet Nov 18 Ord Nov 18  
JIBSON, WILLIAM, Bishly, Yorks, Farmer York Pet Nov 18  
Ord Nov 18  
JONES, ALICE MAUD, Bwlch, Brecon, Hotel Proprietress  
Newtown Pet Oct 24 Ord Nov 18  
JONES, FRANCES ELIZABETH, Great Bridge, Tipton, Grocer  
Dudley Pet Nov 14 Ord Nov 18  
JONES, HENRY ROBERT, HM Prison, Wandsworth Pet Sept  
15 Ord Nov 16  
JONES, JOHN THOMAS, Aberystwyth, Cardigan, Draper  
Aberystwyth Pet Nov 7 Ord Nov 16  
JONES, WILLIAM HENRY, Blaenwryn, Labourer Neath  
Pet Nov 17 Ord Nov 17  
JOSEPH, LIONEL, and ERNEST JOSEPH, Aldgate High st,  
Warehousesmen High Court Pet Nov 18 Ord Nov 18  
JOYNER, JOHN EDWIN, Small Heath, Birmingham, Grocer  
Birmingham Pet Nov 18 Ord Nov 18  
KNIGHT, HAROLD, Sirhowy, Tredegar, Mon, Mineral Water  
Manufacturer Tredegar Pet Nov 4 Ord Nov 18  
LEVENBERG, KATE, Beaumont sq, Mile End, Dairyman  
High Court Pet May 2 Ord Nov 15  
LUKEMAN, CHARLES, King's Heath, Worcester, Blacksmith  
Birmingham Pet Nov 18 Ord Nov 18  
McDERMOTT, RICHARD, Birmingham, Tailor Birmingham  
Pet Nov 16 Ord Nov 16  
MADLEY, JOSEPH HENRY, Edgeley Farm, nr Whitechurch,  
Salop, Fatmire Cwpe Pet Nov 4 Pet Nov 17  
MARON, SAMUEL, Southouse, nr Poatefract, Builder  
Wakefield Pet Nov 16 Ord Nov 16  
MURIEL, FRANK CHARLES, West Cromwell rd, South Ken-  
sington High Court Pet Aug 22 Ord Nov 15

NEWTON, RUFERT EDWARD, Birmingham, Electro-plate  
Manufacturer Birmingham Pet Nov 11 Ord Nov 18  
PAYNE, BENJAMIN, Greenhill, Derby Sheffield Pet Nov 17  
Ord Nov 17  
PROCTOR, ROBERT JOHN, West Hartlepool, Tobaccoist's  
Manager Sunderland Pet Nov 17 Ord Nov 17  
ROBERTS, WILLIAM CHARLES, Leeds Leeds Pet Nov 17  
Ord Nov 17  
SMITH, WILLIAM, Farnborough, Builder Guildford Pet  
Oct 4 Ord Nov 14  
STOCKDALE, CHARLES, Abbeville rd, Clapham park, Com-  
mercial Traveller Wandsworth Pet Nov 17 Ord  
Nov 17  
STONEHOUSE, HENRY, Kingston upon Hull, Grocer's Outfitter  
Kingston upon Hull Pet Nov 18 Ord Nov 18  
TAYLOR, JOHN GEORGE, sen, Coumdon, Durham, Tailor  
Durham Pet Nov 1 Ord Nov 17  
THOMAS, THOMAS, Maesteg, Glam, Tailor Cardiff Pet Sept  
30 Ord Nov 14  
TORTVILLE, HARRIETTE ELIZABETH, Brentwood, Private  
Schoolmistress Cheshamford Pet Nov 15 Ord Nov 15  
WOLSTENHOLME, LEONARD, Oldham, Tailor Oldham Pet  
Nov 17 Ord Nov 17

ADJUDICATIONS ANNULLED.

CHINALL, HERBERT BARBER, Croydon, Surrey, Baker and  
Confectioner Croydon Adj'd March 21 Annual Oct 17  
DRENY, JOHN, Balaah Heath, Worcester, Cattle Dealer  
Birmingham Adj'd Jan 1, 1889 Annual Nov 16

RECEIVING ORDERS.

ABBOTT, GEORGE BENJAMIN, Gt Grimsby Gt Grimsby Pet  
Nov 21 Ord Nov 21  
ALLEN, JOSEPH WILLIAM, Cambridge Norwich Pet Nov  
22 Ord Nov 22

ANDREWS, GEORGE, Weymouth, Butcher Dorchester Pet Nov 22 Ord Nov 22  
 AVERY, JOHN EDWARD, Dover, Fruiterer Canterbury Pet Nov 21 Ord Nov 21  
 BAKER, WILLIAM HENRY, Greenwich, Credit Draper Greenwich Pet Nov 18 Ord Nov 18  
 BARNES, PERCIVAL EDWARD, Bedford, Journalist Chelmsford Pet Oct 24 Ord Nov 20  
 BREMER, BENNETT, & BREMER, Mark Lane, Shipbrokers High Court Pet Nov 6 Ord Nov 21  
 BROWN, FRED NORCROSS, Woodhouse Mill, York, Butcher Sheffield Pet Nov 21 Ord Nov 21  
 CALOW, HARVEY, Clow, Derby Sheffield Pet Nov 20 Ord Nov 20  
 CLAYTON, JOHN HENRY, Leicester, Builder Leicester Pet Nov 15 Ord Nov 20  
 COOME, WILLIAM, Pelynt, Cornwall, Licensed Victualler Plymouth Pet Nov 22 Ord Nov 22  
 CRAMMER, LEWIS, Wilke st, Spitalfields, Cabinet Maker High Court Pet Nov 21 Ord Nov 21  
 DAVIES, MAJOR N. P. Bury st, St James' High Court Pet Oct 8 Ord Nov 21  
 DAVIES, THOMAS, Merthyr Tydfil, Contractor Merthyr Tydfil Pet Nov 21 Ord Nov 21  
 DENTON, HUGHES WYNN, Rhyll, Flint, Mineral Water Manufacturer Bangor Pet Nov 20 Ord Nov 20  
 DOFFMAN, FREDERICK, Leicester, Tailor Leicester Pet Nov 22 Ord Nov 22  
 DUNCAN, HERBERT LUDINGTON, Kingston upon Hull, Commercial Traveller Leeds Pet Nov 18 Ord Nov 18  
 EBDON, WILLIAM, Goodrich, Hereford, Licensed Victualler Hereford Pet Nov 21 Ord Nov 21  
 ESKINE, ERNE STANDISH, Charles st, St James', Motor Car Agent High Court Pet Nov 21 Ord Nov 21  
 EVANS, EVANS, Gilfach Goch, Glam, Tailor Pontypridd Pet Nov 20 Ord Nov 20  
 FRANCE, WILLIAM, Merthyr Tydfil, Fruiterer Merthyr Tydfil Pet Nov 20 Ord Nov 20  
 GARNER, WILLIAM, Denbigh pl, Builder High Court Pet Nov 20 Ord Nov 20  
 GARROD, ARTHUR BURNOWS, Mold, Flint, Licensed Victualler Chester Pet Nov 20 Ord Nov 20  
 GOMME, ALBERT JOHN, Bournemouth, Manager of Job Master's Business Poole Pet Nov 20 Ord Nov 20  
 HARRIS, HYMAN, Leeds, Tailor Leeds Pet Nov 20 Ord Nov 20  
 HILLIARD, GEORGE, and WILLIAM HILLIARD, Leicester, Farmers Leicester Pet Nov 21 Ord Nov 21  
 HORNE, EDGAR, Nottingham, Music Seller Derby Pet Nov 18 Ord Nov 18  
 LEES, ALBERT, New Mills, Derby, Draper Stockport Pet Nov 20 Ord Nov 20  
 LEVI, SAMUEL HARRIS, Basinghall st, Merchant Kingston, Surrey Pet Oct 31 Ord Nov 21  
 LUCAS, WILLIAM, Stoke Newington, Warehouseman High Court Pet Nov 22 Ord Nov 22  
 LUX, EDWARD, Leicester, Tailor Leicester Pet Nov 10 Ord Nov 21  
 MCQUAID, JANE, Gteldale, Cumberland, Hutkeeper Carlisle Pet Nov 20 Ord Nov 20  
 MANSON, ARTHUR SAMUEL, Scarborough, Joiner Scarborough Pet Nov 20 Ord Nov 20  
 MARSH, EDWARD, West Bridgford, Notts Nottingham Pet Nov 17 Ord Nov 17  
 MATHER, GEORGE, South Shields, Mineral Water Manufacturer Newcastle upon Tyne Pet Nov 20 Ord Nov 20  
 NEWTON CYCLO CO, Birmingham, Cycle Dealers Birmingham Pet Oct 30 Pet Nov 21  
 NORTHALL, JOHN, Trehafo, Glam, Collier Pontypridd Pet Nov 22 Ord Nov 22  
 NYRAN, NATHAN, Commercial rd, Trimming Seller High Court Pet Oct 31 Pet Nov 22  
 PEARCE, HARRY, Harleston, Norfolk, Blacksmith Ipswich Pet Nov 21 Ord Nov 21  
 PENALOGON, ERNEST EDMUND, Dawlish, Devon, Baker Exeter Pet Nov 20 Ord Nov 20  
 RIDGE, GEORGE, Barnstaple, Butcher Barnstaple Pet Nov 22 Ord Nov 22  
 RIGBY, PETER, Warrington, Builder Warrington Pet Nov 20 Ord Nov 20  
 SALTER, HENRY SIDNEY, Rugby, Tailor Coventry Pet Nov 21 Ord Nov 21  
 SAUNDERS, FRANCIS JOHN, Stofield, Beds, Cattle Dealer Bedford Pet Nov 22 Ord Nov 22  
 SCHURACHES, ERWIN CHARLES, Austin Friars, Stock Dealer High Court Pet Oct 30 Ord Nov 20  
 SEAL, CHARLES, Penrithweber, Glam, Greengrocer Pontypridd Pet Nov 21 Ord Nov 21

SPITTLE, GEORGE, South Kensington, Horse Dealer High Court Pet Nov 21 Ord Nov 21  
 STOWELL, HERBERT SYMPATHY HAWKE, Shaftesbury, Dorset Salisbury Pet Nov 20 Ord Nov 20  
 SYMNER, JAMES, Hopkinstown, Glam, Butcher Pontypridd Pet Nov 22 Ord Nov 22  
 THOMPSON, ANNE, Blackpool, Company House Keeper Preston Pet Nov 22 Ord Nov 22  
 THRE, ERNEST, Hastings, Greengrocer Hastings Pet Nov 20 Ord Nov 20  
 TWINE, WALLACE WALTER, Glemsford, Suffolk, Carpenter Colchester Pet Nov 21 Ord Nov 21  
 TWEET, ARTHUR, Abertillery, Painter Tredegar Pet Nov 21 Ord Nov 21  
 WARDEN, HERBERT, Blean, nr Canterbury, Wheelwright Canterbury Pet Nov 22 Ord Nov 22  
 WEBSTER, JOHN ALBERT, Scarborough, Shoeing Smith Scarborough Pet Nov 22 Ord Nov 22  
 WESTHOPE, JOHN W, Regent's pk rd High Court Pet Nov 1 Ord Nov 20  
 WILLIAMS, JOHN, Bangor, Porter Bangor Pet Nov 20 Ord Nov 20  
 WILLIAMS, NATHANIEL, Gilfach Pengan, Glam, Moulder Merthyr Tydfil Pet Nov 22 Ord Nov 22  
 WOOD, JOHN, Northwich, Schoolmaster Nantwich Pet Nov 21 Ord Nov 21  
 WRIGHTSON, JOSEPH, Middlesbrough, Glazier Middlesbrough Pet Nov 22 Ord Nov 22  
 Amended notice substituted for that published in the London Gazette of Nov 14:  
 BREEZE, JOHN WILLIAM, Brighton, Hotel Keeper Brighton Pet Oct 31 Ord Nov 9

## RECEIVING ORDERS RESCINDED.

SURTEES, WILLIAM WILLIAMS, Westgate on Sea Canterbury Rec Ord July 29 Rec Nov 7  
 CRAIG, FREDERICK, Moss Side, Manchester, Auctioneer's Assistant Manchester Rec Ord Feb 13 Rec Nov 13

## FIRST MEETINGS.

BAILEY, HENRY JAMES, Kingston upon Hull, Builder Dec 2 at 11 Off Rec, Trinity House in, Hull  
 BREMER, BENNETT, & BREMER, Mark Lane, Ship Brokers Dec 5 at 11 Bankruptcy bldgs, Carey at  
 CHALLAND, CHARLES THOMAS, Bicker, Lincs, Florist Dec 7 at 12.15 Off Rec, 4 and 6, West st, Boston  
 COLLINS, JAMES WILLIAM, Portsmouth, Builder Dec 4 at 3 Off Rec, Cambridge junc, High st, Portsmouth  
 CORRELL, JOHN WILLIAM, Gainsborough, Fruiterer Dec 6 at 12.30 Off Rec, 31, Silver st, Lincoln  
 COOK, HENRY THOMAS, Southend on Sea, Builder Dec 4 at 3 14, Bedford row  
 CRAMMER, LEWIS, Wilke st, Spitalfields, Cabinet Maker Dec 5 at 12 Bankruptcy bldgs, Carey at  
 DAVIES, DAVID, Alderday, Mason Dec 4 at 8 135, High st, Merthyr Tydfil  
 DAVIES, N. P. Bury st, St James' Dec 8 at 11 Bankruptcy bldgs, Carey at  
 DAVIS, JAMES THOMAS, East Finchley, Boot Dealer Dec 5 at 3 14, Bedford row  
 DUNCAN, HERBERT LUDINGTON, Kingston upon Hull, Commercial Traveller Dec 4 at 11 Off Rec, 22, Park row, Leeds  
 ESKINE, ERNE STANDISH, Charles st, St James', Motor Car Agent Dec 5 at 2.30 Bankruptcy bldgs, Carey at  
 FRANCE, WILLIAM, Merthyr Tydfil, Fruiterer Dec 4 at 12 135, High st, Merthyr Tydfil  
 FURTH & TAYLOR, Moorgate st bldgs, Stockbrokers Dec 4 at 12 Bankruptcy bldgs, Carey at  
 GRABHAM, GEORGE, Stockton on Tees, Commercial Traveller Dec 13 at 3 Off Rec, 8, Albert rd, Middlesbrough  
 GRIFFITHS, FRANCIS, Llanfairfawc, Carnarvon, Butcher Dec 7 at 12 Railway Hotel, Bangor  
 HALSTED, JOHN FREDERIC, Hobden Bridge, Yorks, Picker Dealer Dec 4 at 11.15 Off Rec, 14, Chapel st, Preston  
 HARRIS, HYMAN, Leeds, Tailor Dec 4 at 11.30 Off Rec, 22, Park row, Leeds  
 HOLLOWAY, ARTHUR, Netherton, Worcester, Assistant Schoolmaster Dec 4 at 11 Off Rec, 190, Wolverhampton st, Dudley  
 HOLT, ALBERT JOHN, Basingate, Grocer Dec 14 at 9 Off Rec, 68, Castle st, Canterbury  
 HOWARTH, FRANK HARRISON, Bucksbury, Auctioneer Dec 4 at 11 Bankruptcy bldgs, Carey at  
 LLETT, HARRY, Northampton, Potato Merchant Dec 4 at 12 Off Rec, Bridge st, Northampton  
 JIBSON, WILLIAM, Beilby, Yorks, Farmer York Dec 4 at 3 Off Rec, The Red House, Duncombe pl, York  
 JONES, WILLIAM HENRY, Blaengwynn, Glam, Labourer Dec 2 at 11 Off Rec, 31, Alexandra rd, Swansea

LEVY, LEWIS, Maida Vale Dec 6 at 11 Bankruptcy bldgs, Carey at  
 KNIGHT, HAROLD, Tredegar, Mon, Mineral Water Manufacturer Dec 5 at 12 135, High st, Merthyr Tydfil  
 MOREY, MARY ANN, Lowestoft Dec 7 at 12.15 The Suffolk Hotel, Lowestoft  
 PEARCE, HARRY, Harleston, Norfolk, Blacksmith Dec 15 at 2 Off Rec, 86, Princes st, Ipswich  
 PENALOGON, ERNEST EDMUND, Dawlish, Devon, Baker Dec 5 at 10.30 Off Rec, 3, Bedford circus, Exeter  
 REED, FREDERICK NEWLAND, South Ealing, Commercial Traveller Dec 4 at 12 Off Rec, 14, Bedford row  
 SCHER, JAMES, ERWIN CHARLES, Austin Friars, Stockbrokers' Dealer Dec 4 at 11 Bankruptcy bldgs, Carey at  
 SMALLWOOD, JOHN WILLIAM, Tadmorden Dec 4 at 11 Off Rec, 14, Chapel st, Preston  
 SPITTLE, GEORGE, Cornwall gds, West Kensington, Horse Dealer Dec 6 at 11 Bankruptcy bldgs, Carey at  
 STOWELL, HERBERT SYMPATHY HAWKE, Shaftesbury, Dorset Dec 5 at 2.15 Off Rec, City chmbrs, Catherine st, Salisbury  
 TARRANT, HENRY WILLIAM, Frimley, Surrey, Builder Dec 5 at 12.30 24, Railway app, London Bridge  
 THORNTON, ROBERT HENRY, Bournemouth, Boarding house Keeper Dec 5 at 2.30 Off Rec, Mialand Bank chmbrs, High st, Southampton  
 TRIBE, ERNEST, Hastings, Greengrocer Dec 12 at 11.30 County Court Offices, 24, Cambridge rd, Hastings  
 WERDON, EDWARD, Kingston upon Hull, Refreshment house Keeper Dec 2 at 11.30 Off Rec, Trinity House in, Hull  
 WELLS, EDWIN JOE, Kingston upon Hull Dec 2 at 12 Off Rec, Trinity House in, Hull  
 WESTHOPE, JOHN W, Regent's pk rd Dec 4 at 12 Bankruptcy bldgs, Carey at  
 WILLIAMS, EDWARD ALBERT, Llandudno, Hotel Keeper Dec 4 at 12 Crypt chmbrs, Eastgate row, Chester  
 Amended notices substituted for those published in the London Gazette of Nov 21:

## ADJUDICATIONS.

ABBOTT, GEORGE BENJAMIN, Gt Grimsby Gt Grimsby Pet Nov 21 Ord Nov 21  
 ALLEY, JEREMY WILLIAM, Cambridge Norwich Pet Nov 22 Ord Nov 22  
 ANDREWS, GEORGE, Weymouth, Butcher Dorchester Pet Nov 22 Ord Nov 22  
 AVERY, JOHN EDWARD, Dover, Fruiterer Canterbury Pet Nov 21 Ord Nov 21  
 BAKER, WILLIAM HENRY, Greenwich, Credit Draper Greenwich Pet Nov 18 Ord Nov 18  
 BARLOW, HENRY BIRKDALE, Lancos, Cattle Dealer Liverpool Pet Oct 29 Ord Nov 22  
 BLEWITT, ALBERT, Newton Abbot, Devon, Tobaccoist Exeter Pet Oct 2 Ord Nov 20  
 BREEZE, JOHN WILLIAM, Brighton, Hotel Keeper Brighton Pet Oct 31 Ord Nov 17  
 BROWN, FRED NORCROSS, Woodhouse Mill, York, Butcher Sheffield Pet Nov 21 Ord Nov 21  
 CALOW, HARVEY, Clow, Derby Sheffield Pet Nov 20 Ord Nov 20  
 CLAYTON, JOHN HENRY, Leicester, Builder Leicester Pet Nov 15 Ord Nov 22  
 COOME, WILLIAM, Pelynt, Cornwall, Licensed Victualler Plymouth Pet Nov 22 Ord Nov 22  
 COOPER, ARTHUR GOUGH, Exmouth st, Clerkenwell, China Dealer High Court Pet Nov 14 Ord Nov 20  
 DAVIES, THOMAS, Merthyr Tydfil, Contractor Merthyr Tydfil Pet Nov 21 Ord Nov 21  
 DENTON, HUGHES WYNN, Rhyll, Flint, Mineral Water Manufacturer Bangor Pet Nov 20 Ord Nov 20  
 DOFFMAN, FREDERICK, Leicester, Tailor Leicester Pet Nov 22 Ord Nov 22  
 DUNCAN, HERBERT LUDINGTON, Kingston upon Hull, Commercial Traveller Leeds Pet Nov 18 Ord Nov 18  
 EBDON, WILLIAM, Goodrich, Hereford, Licensed Victualler Hereford Pet Nov 21 Ord Nov 21  
 ESKINE, ERNE STANDISH, Charles st, St James', Motor Car Agent High Court Pet Nov 21 Ord Nov 21  
 FRASER, HENRY SOMERVILLE, Victoria st High Court Pet June 1 Ord Nov 21  
 FRANCE, WILLIAM, Merthyr Tydfil, Fruiterer Merthyr Tydfil Pet Nov 20 Ord Nov 20  
 GARNER, WILLIAM, Denbigh pl, Builder and Decorator High Court Pet Nov 20 Ord Nov 20  
 GARROD, ARTHUR BURNOWS, Mold, Flint, Licensed Victualler Chester Pet Nov 20 Ord Nov 20  
 GOMME, ALBERT JOHN, Pokesdown, Bournemouth, Manager of a Livery Stable Poole Pet Nov 20 Ord Nov 20  
 HARRIS, HYMAN, Leeds, Tailor Leeds Pet Nov 20 Ord Nov 20  
 HILLIARD, GEORGE, and WILLIAM HILLIARD, Woodhouse Hayes, Leicester, Farmers Leicester Pet Nov 21 Ord Nov 21  
 HORNE, EDGAR, Derby, Music Seller Derby Pet Nov 18 Ord Nov 20  
 LEES, ALBERT, New Mills, Derby, Draper Stockport Pet 20 Ord Nov 20  
 LEINFELD, CHARLES FREDERICK, South Molton, Devon High Court Pet Aug 14 Ord Nov 18  
 LUCAS, WILLIAM, Jendel rd, Stoke Newington, Warehouseman High Court Pet Nov 22 Ord Nov 22  
 MCQUAID, JANE, Gteldale, Cumberland, Hut Keeper Carlisle Pet Nov 20 Ord Nov 20  
 MANSON, ARTHUR SAMUEL, Scarborough, Joiner Scarborough Pet Nov 20 Ord Nov 20  
 MARSH, CECIL MARSH, New Burlington st High Court Pet July 18 Ord Nov 15  
 MILLS, CHARLES, Bradford, Glass Dealer Bradford Pet Oct 28 Ord Nov 22  
 MOBLEY, GEORGE WALLACE, Hadleigh, Suffolk, Baptist Minister Ipswich Pet Oct 31 Ord Nov 20  
 PAPE, JOHN ANDREW, Worlington, Cumberland, Plumber Cockermouth Pet Oct 31 Pet Nov 20  
 PEARCE, HARRY, Harleston, Norfolk, Blacksmith Ipswich Pet Nov 21 Ord Nov 21

## JUST PUBLISHED.

## INVESTORS' &amp; TRUSTEES' REGISTER.

Invaluable to Trustees, Executors, Solicitors, and Private Investors for keeping an accurate record of their investments.

Showing at a glance:—

DATE OF PURCHASE.—AMOUNT INVESTED.—PRICE.—Nos. of SHARES or BONDS.  
 PROFIT OR LOSS ON REALISATION.—DIVIDENDS PAID.—SALE OF RIGHTS, &c., &c.  
 Useful ORIGINAL Tables, Ready Reckoners of Stock Exchange Fractions for Stocks and Shares, Stamp Duties, and Investment Table showing Yields per cent.

On good paper, strongly bound in Cloth.

PRICE—Book containing 50 openings, 5/- NET; 100 openings, 6/6 NET. Postage 3d, extra in U.K.

Can be obtained of

MARCHANT, SINGER, & CO., Publishers, 47, St. Mary Axe, London, E.C.

## JUST PUBLISHED.



**PENALOGON, ERNEST EDMUND**, Dawlish, Devon, Baker  
Exeter Pet Nov 20 Ord Nov 20  
**RINGS, GEORGE**, Barnstaple, Butcher Barnstaple Pet Nov  
22 Ord Nov 22  
**BOURD, WILLIAM**, Gateshead, Durham, Metal Broker  
Newcastle on Tyne Pet Oct 13 Ord Nov 20  
**ROWLEY, CHARLES**, Gt Winchester st, Accountant High  
Court Pet Sept 28 Ord Nov 23  
**SALTER, HENRY SIDNEY**, Rugby, Tailor Coventry Pet  
Nov 21 Ord Nov 21  
**SAUNDERS, FRANCIS JOHN**, Stotfold, Beds, Cattle Dealer  
Bedford Pet Nov 22 Ord Nov 22  
**SEAL, CHARLES**, Penrithweiber, Glasm, Greengrocer Ponty-  
pridd Pet Nov 21 Ord Nov 21  
**SMITH, EDWIN**, Edenbridge, Kent, Contractor Tunbridge  
Wells Pet Oct 31 Ord Nov 20  
**SOMMERVILLE, HENRY JAMES CARLYLE**, Victoria st High  
Court Pet Aug 1 Ord Nov 16  
**SPITTLE, GEORGE**, 8 Kensington, Horse Dealer High  
Court Pet Nov 21 Ord Nov 21  
**STEVENS, JOSEPH WALTER**, Trevason, St Broock, Corn-  
wall, Solicitor's Clerk Truro Pet Nov 6 Ord Nov 15  
**STOWELL, HERBERT SYMPATHY HAWKE**, Shaftesbury Salis-  
bury Pet Nov 20 Ord Nov 20  
**SYMONS JAMES**, Hopkinstown, Glam, Butcher Pontypridd  
Pet Nov 22 Ord Nov 20  
**TATE, JAMES CHARLES**, Swinton, York, General Dealer  
Sheffield Pet Nov 6 Ord Nov 18  
**THOMPSON, ANNIE**, Blackpool, Company house Keeper  
Preston Pet Nov 22 Ord Nov 22  
**TILLY, JOHN HENRY**, Queen Victoria st, Accountant High  
Court Pet Oct 4 Ord Nov 16  
**TRIBE, ERNEST**, Hastings, Greengrocer Hastings Pet Nov  
20 Ord Nov 20  
**TWINS, WALLACE WALTER**, Glensford, Suffolk, Carpenter  
Colchester Pet Nov 21 Ord Nov 21  
**TWITT, ARTHUR**, Abertillery, Mon, Painter Tredegar Pet  
Nov 21 Ord Nov 21  
**WARDEN, HERBERT**, Blead, nr Canterbury, Wheelwright  
Canterbury Pet Nov 22 Ord Nov 22  
**WEBSTER, JOHN ALBERT**, Scarborough, Shoeing Smith  
Scarborough Pet Nov 22 Ord Nov 22  
**WILLIAMS, JOHN**, Bangor, Porter Bangor Pet Nov 20  
Ord Nov 20  
**WILLIAMS, NATHANIEL**, Gilfach Pengarn, Moulder Merthyr  
Tydall Pet Nov 22 Ord Nov 22  
**WOOD, JOHN**, Northwich, Schoolmaster Nantwich Pet  
Nov 21 Ord Nov 21  
**WRIGHTSON, JOSEPH**, Middlesbrough, Glazier Middles-  
brough Pet Nov 22 Ord Nov 22

Amended notice substituted for that published in the  
London Gazette of July 21:  
**GERMAIN, WILLIE DANIEL**, Reading, Coal Merchant  
Reading Pet July 18 Ord July 18

Amended notice substituted for that published in  
the London Gazette of Nov 17:  
**HEYS, JOHN HENRY**, and **CHARLES ERNEST HEYS**, Colne,  
Lancs, Mineral Water Manufacturers Burnley Pet  
Nov 15 Ord Nov 15



Specialists in

## LIBRARY BOARD ROOM OFFICE FURNITURE

Write for

"OF" Book

The "RUSSELL"  
AN IDEAL TABLE FOR  
BUSY MEN

Tottenham Court Road London

MAPLE & CO

# MERRYWEATHER

On FIRE PROTECTION and WATER SUPPLY  
To COUNTRY MANSIONS, ESTATES, &c.



MERRYWEATHERS' "VALIANT" STEAM  
PUMP AT WORK.

Write for Illustrated Pamphlet No. 829v.

MERRYWEATHER & SONS, 63, LONG ACRE, W.C., LONDON,

FIRE ENGINE MAKERS TO H.M. THE KING.

The "VALIANT" is adapted for every kind of  
Pumping Work, including—

Fire Protection,  
Water Supply to Houses and Farms,  
Watering Cattle,  
Pumping Out Ponds,  
Irrigating Land,  
Watering Lawns and Gardens,  
Washing Hops, Fruit Trees, &c., &c.

THE LIGHTEST AND MOST POWERFUL PUMP ON  
THE MARKET.

Weight 6½ cwt. Simple in Construction.

AS SUPPLIED TO—

Earl Fitzhardinge.  
Lord Gifford.  
Lord Pirbright.  
Sir Edward Malet (Monaco).  
Sidney Harrison, Esq., J.P.  
Wilberforce Bryant, Esq.  
A. MacKenzie, Esq., &c., &c.  
E. W. Harcourt, Esq.  
Earl Scarborough.  
Baron F. de Rothschild.  
Hon. D. Waring.  
Sir Philip Egerton.  
Miss A. de Rothschild.

### THE LONDON SCHOOL OF LAW.

**TUITION FOR BAR, SOLICITORS' UNIVERSITY**, and other LAW EXAMINATIONS, ORALLY (class or individual) or by CORRESPONDENCE. For particulars of Classes and further information apply to the SECRETARY, 1, Old Serjeants'-inn, W.C.  
**LAW CLERKS' CERTIFICATE**.—Attention is called to the New Scheme for Instruction, Examination, and Certification of Unarticled Law Clerks. Prospectus, giving full particulars, can be obtained on application to the Secretary.  
N.B.—The School provides Tuition for the Matriculation, B.A., Solicitors' and University Preliminary Examinations.

**DRAUGHTSMAN, Architectural and General**.—Surveyor of experience undertakes for Solicitors Surveys, Plans, Tracings, and Enlargements; moderate charges.—E. A. JOLLYE, 27, Doughty-street, W.C.

**LADY (Young)**, Assistant Conveyancing Clerk; 8 years' experience; expert in Shorthand, Typing, Engrossing on Plans on Parchment, and Abstracting Titles; highest credentials; 35s.—Miss GIBBONS, 11A, Grand-parade, Highgate, N.

**LADY DETECTIVE**, educated, experienced, Undertakes Private and Confidential Inquiries; Divorce, Commercial, &c.; strict integrity; moderate fees; male and female assistants.—Miss EASTON, 241, Shaftesbury-avenue, (two doors from) New Oxford-street.

**LAW.—GREAT SAVING.**—For prompt payment 25 per cent. will be taken off the following writing charges:—

	s. d.
Abstracts Copied ...	0 8 per sheet.
Briefs and Drafts ...	2 3 per 20 folios.
Deeds Round Hand ...	0 2 per folio.
Deeds Abstracted ...	2 0 per sheet.
Full Copies ...	0 2 per folio.

**PAPER**.—Foolscap, 1d. per sheet; Draft, 6d. ditto; Parchment, 1s. 6d. to 3s. 6d. per skin.

**KERR & LANHAM**, 16, Fumival-street, Holborn, E.C.

**COLLECTION of Old Foreign and Colonial Stamps**. Wanted to Purchase; a high price given for one started before 1870 (cash down); also Good Lots of Rare Stamps Bought.—W. JACOBY, 145, Fenchurch-street, London, E.C.

**CLEMENT'S INN, STRAND** (overlooking the Green of the Law Courts).—Several Suites of Magnificent OFFICES TO BE LET, containing from one to sixteen rooms on the first floor, day and night service of lifts, constant supply of hot water; luncheons, teas, and dinners can be had at moderate prices; for rents and further particulars apply to ALBERT CRUNDALL & CO., Clement's Inn, Strand.

**£300 PER ANNUM.**—For Sale, a well-secured Profit Rental on newly-erected premises in leading West End thoroughfare, let for full term of 70 years to substantial tenant; will pay 6½ per cent.—BRAL & MYRLE, Estate Agents, 12, Princes-street, Hanover-square, W.

### THE LONDON AND WESTMINSTER

**LOAN & DISCOUNT COMPANY (Ld.)** (Est. 1836). Offices: 63, St. Martin's-lane, W.C., & 43, London-wall, E.C. **ADVANCE MONEY** on personal security, furniture, leases, life policies, &c., repayable, INCLUDING INTEREST: £10 One Year, Weekly £0 4 4 Monthly £0 19 3 £20 " " £0 8 6 " £1 17 6 £30 " " £0 12 8 " £2 16 3 £50 " " £1 1 2 " £4 13 9 £100 " " £2 2 4 " £9 7 6 Larger sums in proportion. Moderate rates for bills of sale. Prospectus free on application to Secretary. (No Agents.)

**TO SOLICITORS**.—No. 1, Southampton-street, Bloomsbury-square (adjoining).—Two Offices on the Ground Floor, and Two in the lofty Basement, TO BE LET. Exceptionally suitable for a solicitor; beautifully fitted and decorated; modern conveniences; immediate possession.—Sole Agents, JAMES & SIDNEY MOTTON, Estate Agents, Auctioneers, and Valuers, 42, Bloomsbury-square, W.C. Tel. 9718 Central.

**SMALL FURNISHED OFFICE to LET**, Opposite the Law Courts; electric light and use of telephone; specially suitable for country solicitor needing London address.—Apply, 38, Outer Temple, Strand, W.C.

**QUEEN STREET, CHEAPSIDE**.—Second Floor, Three Large ROOMS TO BE LET; rent £110; suitable for Solicitors.—Apply Mr. JOHN F. SEEDING, Auctioneer and Surveyor, 48, Gre-sham-street, E.C.

**PRIVATE SECRETARY**.—Young Gentleman, Lancs., holding responsible position, well-educated and thoroughly conversant with every class of clerical work. Desires Engagement as Private Secretary; could supply highest references as to character, ability, &c.—Address S. 708, care of "Solicitors' Journal" Office, 27, Chancery-lane, W.C.

**LOANS ADVANCED**, at moderate interest, on Freeholds and long Leaseholds.—Apply, MANAGER, Star Life Assurance Society, 32, Moorgate-street.



**SOLICITORS' DEED BOXES.**

Prices from 6/6 each

Illustrated List Free on application.

**PARTRIDGE & COOPER, Ltd.**

191 & 193, FLEET STREET, LONDON, E.C.

**BUTTERWORTH & CO.,**

LAW PUBLISHERS, BOOKSELLERS, EXPORTERS,

LICENSED VALUERS,

11 &amp; 12, Bell-yard, Temple Bar, London, W.C.

**REEVES & TURNER.**

LAW BOOKSELLERS AND PUBLISHERS.

*Literature Valued or Purchased.*

A Large Stock of Second-hand Reports and Text-books always on Sale.

3, Bream's Buildings, Chancery Lane, E.C.  
FORMERLY OF 100, CHANCERY LANE AND CAREY STREET.

NOW READY. SECOND EDITION. Price 5s. net.

**AN EPITOME OF THE  
PRACTICE of the CHANCERY and  
KING'S BENCH DIVISIONS  
OF THE HIGH COURT OF JUSTICE.**  
By A. H. POOCK, Esq., Barrister-at-Law.

London: EFFINGHAM WILSON, 54, Threadneedle-street, E.C.

**A BARGAIN.**20s. for a COPY in new condition of  
**PRIDEAUX'S CONVEYANCING PRECEDENTS,**  
2 Vols., 18th Edition, 1900.**THE KELLY LAW-BOOK COMPANY, LTD.***Dealers in all Descriptions of Law Books.*

CAREY STREET, CHANCERY LANE, W.C.

\* Law Libraries Purchased or Valued (Licensed Valuers).

**LAW PARTNERSHIPS & SUCCESSIONS**For Vacancies for, or introductions to the above, apply to  
**J. HARCOURT SMITH,**

The old-established PARTNERSHIP AGENT,

LAW COSTS DRAFTSMAN, &amp; ACCOUNTANT,

61 &amp; 62, CHANCERY LANE, W.C.

N.B.—Vacancies for Articled Clerks. Good Mortgage Securities Wanted.

**SUN****FIRE OFFICE.**

Founded 1710.

LAW COURTS BRANCH:

60, CHANCERY LANE, W.C.

A. W. COUSINS, District Manager.

TERMS IN HAND - £2,563,000.

**MADAME TUSSAUD'S EXHIBITION.**LIFELIKE PORTRAIT MODELS OF  
THE LATE SIR HENRY IRVING,  
THE LATE DR. T. J. BARNABO.

MADAME TUSSAUD'S BOUMANIAN BAND.

Admission, 1s. Children under 12, 6d. Open 1 until 10.

**THE COLISEUM, Charing Cross.**

THREE PERFORMANCES DAILY, at 3, 6, and 9 p.m. The 6 o'clock Programme is entirely different from that at 3 and 9 o'clock. All seats in all parts are numbered and reserved stamped addressed envelopes should accompany all postal applications for seats. Prices: Boxes, £12s., £11s. 6d., and £11s.; fauteuils, 10s. 6d., and 7s. 6d.; stalls 1s., 4s., 3s. and 2s. (Telephone 7899 Gerrard); grand tier, 1s.; balcony, 6d. (Telephone 7899 Gerrard). Children under 12 half-price to all fauteuils and stalls. Telegrams, "Coliseum, London."

**ST. ANDREW'S HOSPITAL**

FOR

**MENTAL DISEASES,  
NORTHAMPTON.***For the Upper and Middle Classes only.*

PRESIDENT:

THE RIGHT HON. THE EARL SPENCER, K.G.

The Institution is pleasantly situated in a healthy locality, one mile from the Northampton Station of the London and North-Western and Midland Railways, and one-and-a-half hours only from London, and is surrounded by more than 100 acres of pleasure grounds.

The terms vary from 31s. 6d. to 44s. a week, according to the requirements of the case. These terms may be reduced by the Committee of Management under special circumstances.

Patients paying higher rates can have Special Attendants, Horses and Carriages, and Private Rooms in the Hospital, or in Detached Villas in the Grounds of the Hospital; or at Moulton Park, a branch establishment, two miles from the Hospital.

There is also a Seaside House, Bryn-y-Nauadd Hall, Llanfairfechan, N. Wales, beautifully situated in a park of 180 acres, to which patients may be sent.

For further information apply to the Medical Superintendent.

Licensed under the Inebriates Acts, 1879-99.

**BUNTINGFORD HOUSE RETREAT,**

BUNTINGFORD, HERTS.

For the Treatment of Gentlemen suffering from Inebriety and Abuse of Drugs. In a most healthy, picturesque, and secluded part of the country, 1½ hours from Liverpool-street, about 400 feet above sea-level; 10½ acres of grounds. Heated by hot-water apparatus. Electric light throughout.

Healthy employment and recreation. Workshops, Poultry Farm, Gardening, Cricket, Tennis, Golf, Library, Music, Billiards, Dark Room for Photography, &amp;c. Patients may enter under the Acts or privately. Terms: 2-3 Guineas. Electric Light and Heat Baths, &amp;c.—Apply to

RESIDENT MEDICAL SUPERINTENDENT OF SECRETARY.

**INEBRIETY.****MELBOURNE HOUSE, LEICESTER.**

PRIVATE HOME FOR LADIES.

Medical Attendant: ROBERT SEVESTRE, M.A., M.D. (Camb.). Principal: H. M. RILEY, Assoc. Soc. Study of Inebriety. Thirty years' Experience. Excellent Legal and Medical References. For terms and particulars apply Miss RILEY, or the Principal.

TELEGRAPHIC ADDRESS: "MEDICAL, LEICESTER."

**Treatment of INEBRIETY.****DALRYMPLE HOUSE.**

RICKMANSWORTH, HERTS.

For Gentlemen, under the Act and privately.

For Terms, &amp;c., apply to

F. S. D. HOGG, M.R.C.S., &amp;c.,

Medical Superintendent.

Telephone: P.O. 16, RICKMANSWORTH.

**Treatment of Inebriety and the Drug Habit****HIGH SHOT HOUSE,**

ST. MARGARET'S, EAST TWICKENHAM, S.W.

(Private Home, Licensed, and under Government Supervision.)

Gentlemen are received either under the Act, or as Private Patients. Special Arrangements for Professionals and Business Men, to whom time is an object. Boating, Tennis, Cycling, Billiards, &amp;c.

For Terms apply RESIDENT MEDICAL SUPERINTENDENT.

**BRAND'S****ESSENCE**

OF

**BEEF,**

ALSO OF

**CHICKEN, MUTTON, and VEAL,**

FOR

**INVALIDS.**

Price Lists of Invalid Preparations free on application to

**BRAND & CO., Ltd., MAYFAIR, W.**

The Cream of Cocos.

**EPPS'S**

Contains all the nutriment

**COCOA**

of the Choicest Nibs.

**ROYAL ITALIAN CIRCUS** ("Hengler's"),  
R. Oxford-circus, W.—DAILY, at 3 and 8. Over 200  
PERFORMING ANIMALS. Prices from 6d. children  
half-price. Box-office 10 to 10. Tel. 4138, Gerrard.  
JUMBO JUNIOR, Society's latest pet, "At Home" Daily,  
at 3 and 8.

Daily, at 3 and 8.

**MASKELYNE and DEVANT'S**

MYSTERIES.

(Late Maskelyne and Cooke's.)

ST. GEORGE'S HALL, LANGHAM PLACE, W.

A Unique Entertainment.

MARSCOT MOTH: Mr. David Devant, in full glare of the footlights, and without aid of covers, grasps a living woman, representing a moth, who shrivels into nothingness in his arms in less than one second. Enchanted Hive: A perplexing playlet. Burmese Gong: Who's who? Sylph: A Mystery of the air. Mental Magnetism: An uncanny Telepathic Séance. Shades of Shifters: Pantomime with a purpose. Artist's Dream: A Poetical Illusion. M. Gistard, Great Japanese Juggler. Animated Photographs: Newest Pictures. Mystic Kettle: Quenches any thirst.

**S. FISHER, 188, Strand.****PROBATE VALUATIONS  
SPINK & SON**The Members of the LEGAL PROFESSION  
are respectfully requested to kindly Recommend  
our Firm to Executors and others  
requiring Valuations.1 & 2, GRACECHURCH STREET, CORNHILL, E.C., and 17 & 18, PICCADILLY,  
LONDON, W.

ESTABLISHED 1772.